

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF OHIO  
3                   EASTERN DIVISION

4           IN RE:   NATIONAL PRESCRIPTION        ) No. 17-md-2804  
5           OPIATE LITIGATION NO. 2804            )  
6    )  
7           APPLIES TO ALL CASES                   ) Hon. Dan A. Polster  
8    )

9                   HIGHLY CONFIDENTIAL - SUBJECT TO  
10                  FURTHER CONFIDENTIALITY REVIEW

11                   VIDEO DEPOSITION OF LAURA SIPPIAL

12                                   January 22, 2019  
13                                   10:00 a.m.

14           Reporter:   John Arndt, CSR, CCR, RDR, CRR  
15                                   CSR No. 084-004605  
16                                   CCR No. 1186

1 DEPOSITION OF LAURA SIPPAL produced,  
2 sworn, and examined on January 22, 2019, at Lindhorst &  
3 Dreidame, 312 Walnut Street, Suite 3100, in the City of  
Cincinnati, State of Ohio, before John Arndt, a  
Certified Shorthand Reporter and Certified Court  
Reporter.

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1 THE VIDEOGRAPHER: We are now on the  
2 record. My name is James Arndt. I am a videographer  
3 for Golkow Litigation Services. Today's date is  
4 January 22nd, 2019, and the time is 10:00 AM. This  
5 video deposition is being held in Cincinnati, Ohio, in  
6 the matter of the National Prescription Opiate  
7 Litigation for the United States District Court for the  
8 Northern District of Ohio, Eastern Division. The  
9 deponent is Laura Sippial. Will counsel please  
10 identify themselves?

11 MR. FAES: Andy Faes, Komal Jain, and Luke  
12 Callahan for plaintiffs.

13 MR. ROONEY: Cullen Rooney for Ms.  
14 Sippial.

15 MS. OCHMAN: Patricia Ochman, Jones Day,  
16 for Walmart.

17 MR. EL-SAWAF: Zach El-Sawaf for Cardinal  
18 Health.

19 MR. FAES: And does counsel for Teva on  
20 the phone want to identify themselves? Okay.

21 THE VIDEOGRAPHER: The court reporter is  
22 John Arndt and he will now swear in the witness.

23

24 The witness, LAURA SIPPIAL, first having been

1     duly sworn, testified as follows:

2                     QUESTIONS BY MR. FAES:

3             Q.     Would you state your name for the record,  
4     please?

5             A.     Laura Sippial.

6             Q.     Good morning, Ms. Sippial. My name is  
7     Andy Faes and I represent the plaintiffs in this  
8     litigation. Do you understand that?

9             A.     Yes.

10            Q.     You understand that you're here today  
11     because of a lawsuit, that I represent various  
12     plaintiffs on behalf of cities, counties, and states  
13     across the United States that have sued your former  
14     employer, Cephalon and Teva, along with other  
15     defendants, alleging that they are partially  
16     responsible for the public nuisance caused by the  
17     opioid crisis, public health crisis. Do you understand  
18     that?

19            A.     Yes.

20            Q.     Have you ever given a deposition before  
21     today?

22            A.     Never.

23            Q.     So if I ask you a question and you don't  
24     understand it, will you tell me that?

1           A.     Yes.

2           Q.     And if I ask you a question and you answer  
3     that question, I'm going to assume that you understood  
4     the question I asked. Is that fair enough?

5           A.     Fair.

6           Q.     I'm going to mark as Exhibit Number 1 to  
7     your deposition -- and this is just the notice of your  
8     deposition here today.

9                     [Exhibit Teva-Sippial-001  
10                    marked for identification.]

11          Q.     Now, you're here pursuant to a subpoena;  
12     right?

13          A.     Yes.

14          Q.     You were served with a subpoena?

15          A.     Yes.

16          Q.     And what did you do when you received that  
17     subpoena?

18          A.     I read it.

19          Q.     Did anyone -- did counsel for Teva or  
20     anyone from Teva reach out to you and offer to  
21     represent you?

22          A.     I had a phone call from an attorney's  
23     office. I don't remember the name of it -- stating  
24     that they wanted to know some information about the

1     opioid -- something with opioids dealing with Teva, and  
2     I told them that I didn't have any information, I never  
3     worked for Teva, and that they could talk to my  
4     attorney.

5             Q.     And how long ago was that?

6             A.     This was approximately three weeks ago.

7             Q.     Was that before or after you were served  
8     with the subpoena?

9             A.     This is before.

10            Q.     And so you're here pursuant to this notice  
11     and subpoena; right?

12            A.     Correct.

13            Q.     And are you represented by counsel?

14            A.     Yes.

15            Q.     Who is your counsel?

16            A.     Lindhorst & Dreidame.

17            Q.     And what did you do to prepare for your  
18     deposition today?

19            A.     I met with my attorney, and they pretty  
20     much just told me to answer the questions.

21            Q.     No --

22                    MR. ROONEY:   Object.

23            Q.     (By Mr. Faes)   I --

24                    MR. ROONEY:   Don't tell him anything we

1       talked -- you can say that we met, but --

2               A.       Okay. We met, yes.

3               Q.       (By Mr. Faes) So yeah, I don't -- I  
4       should have cautioned you. I don't want to get into  
5       any communications that you had between yourself and  
6       your attorney. I'm just -- I was just asking --

7               A.       Yes.

8               Q.       -- did you meet, how long did you meet  
9       for. I don't want to hear anything substantive that  
10      you discussed with your attorney.

11              A.       Okay.

12              Q.       Did you review any documents in  
13      preparation for your deposition today?

14              A.       No.

15              Q.       And did you review any deposition  
16      testimony in preparation for today?

17              A.       No.

18              Q.       And how long did you all meet for,  
19      approximately?

20              A.       About 45 minutes to an hour.

21              Q.       What's your highest level of education?

22              A.       I have a bachelor's degree.

23              Q.       In?

24              A.       Business management.

1 Q. And who is your current employer?

2 A. I am currently unemployed.

3 Q. Who was your last employer?

4 A. My last employer was R & L Laboratory  
5 Services.

6 Q. And when did you leave that job?

7 A. I would say in June or July of this year.

8 Q. And what were the circumstances of your  
9 departure from R & L Laboratory Services?

10 A. Well, I had multiple sclerosis, and so I  
11 left to pursue, I guess you could say, short -- or  
12 Social Security disability.

13 Q. Now, you first started with Cephalon in  
14 approximately January or February of 2001?

15 A. Yes.

16 Q. And you left Cephalon when?

17 A. 2010.

18 Q. When in 2010 did you leave Cephalon?

19 A. I don't recall.

20 Q. Was it -- do you remember if it was early,  
21 late in the year?

22 A. I think it was like middle of the year.

23 Q. So was it summertime?

24 A. No, I think it was fall.

1 Q. So fall -- approximately fall of 2010 to  
2 the best of your recollection --

3 A. Yes.

4 Q. -- is when you left Teva?

5 A. Yes.

6 Q. And when you were --

7 A. Left Cephalon.

8 Q. I'm sorry. Cephalon. That's right. It  
9 was never Teva when you were there.

10 A. Right.

11 Q. So what were the circumstances of your  
12 departure from Cephalon in 2010?

13 A. I was fired.

14 Q. And what was the reason why you were told  
15 you were fired to the --

16 A. I was told I was fired because I stated  
17 that I had not completed a medical education program  
18 when the physician who was involved said that I had.

19 Q. So let me understand if I see this --  
20 understand this correctly. When you say you were fired  
21 because you stated that you had not completed a medical  
22 education program and the doctor said you had, does  
23 that mean that it was a medical education program for a  
24 drug you were promoting, and this doctor that said it

1 had been completed said that he had actually given the  
2 talk or the speaker program?

3 A. Correct.

4 Q. What was the speaker program for?

5 A. Fentora.

6 Q. And who was the doctor?

7 A. Dr. Humam Akbik.

8 Q. And Dr. Akbik was a physician that you had  
9 used many times for medical education programs; right?

10 A. A couple.

11 Q. Couple? And when you say medical edu --  
12 MEP --

13 A. Uh-huh.

14 Q. That stands for medical education program;  
15 right?

16 A. Correct.

17 Q. And later that changed to CSP or Cephalon  
18 speaker program; right?

19 A. Yes.

20 Q. And that was -- those are -- those terms  
21 are essentially synonymous with each other; right?

22 A. Correct.

23 Q. Meaning CSP and MEP mean the same thing?

24 A. And MEP are the same.

1 Q. So where was the Cephalon speaker program  
2 that Dr. Akbik claimed that he had given the program  
3 and you stated that it didn't occur?

4 A. In another doctor's office.

5 Q. Which other doctor?

6 A. I'm trying to remember. Dr. Minhas.

7 Q. How do -- can you spell that for me?

8 A. M-I-N-H-A-S.

9 Q. And did Dr. Minhas or Minhas confirm what  
10 Dr. Akbik said, or did he confirm what you said, or do  
11 you know?

12 A. I do not know.

13 Q. Now, these medical education programs or  
14 Cephalon speaker programs -- you typically paid doctors  
15 for their time in giving these presentations to other  
16 doctors; right?

17 A. Correct.

18 MR. MAIER: Objection. Form.

19 Q. (By Mr. Faes) And Dr. Akbik would be no  
20 difference; right?

21 A. Correct.

22 Q. So you -- Dr. Akbik would have been  
23 expecting to be paid for this medical education program  
24 or Cephalon speaker program that he claims he gave to

1 Dr. Minhas; right?

2 A. Correct.

3 Q. How much was he claimed he was owed for  
4 giving that speaker program to Dr. Minhas?

5 A. That I don't recall.

6 MR. MAIER: Objection. Form.

7 Q. (By Mr. Faes) Was he ultimately paid for  
8 that speaker program that he claims he gave?

9 A. I believe so.

10 [Discussion off the record.]

11 Q. And I know this is a little bit awkward,  
12 so if you can -- you're doing a good job so far, but I  
13 expect Mr. Maier will be objecting a lot through the  
14 course of the day, so if you can kind of wait till I  
15 get my question all the way out before you answer to  
16 give anybody --

17 A. Okay.

18 Q. -- on the phone who wasn't here a chance  
19 to object, plus your counsel, so we're not all talking  
20 over each other on the video.

21 A. Okay.

22 Q. And the court reporter -- we'd appreciate  
23 it. But you're doing a great job of that so far. And  
24 so these Cephalon speaker programs or medical education

1 programs -- setting those up was an important part of  
2 your job; right?

3 A. Yes.

4 Q. And those medical education programs or  
5 Cephalon speaker programs -- those would sometimes be  
6 referred to as peer-to-peer selling; right?

7 A. Yes.

8 Q. And did you have an understanding that if  
9 a speaker were to receive payment for a speaker program  
10 that he didn't actually give, that could potentially be  
11 seen as a kickback or an illegal payment to that  
12 doctor?

13 MR. MAIER: Objection. Form.

14 A. Yes, it could.

15 Q. (By Mr. Faes) And you had that  
16 understanding when you worked at Cephalon; right?

17 A. Yes.

18 Q. And that was part of your training; right?

19 A. Yes.

20 Q. When you were ultimately separated from  
21 Cephalon, did you report or tell your story about what  
22 happened with Dr. Akbik and Dr. Minhas to anyone?

23 A. I hired an attorney.

24 Q. Okay. And who did you hire?

1           A.     Oh, gosh. It's on the tip of my tongue.

2     Can we come back to that question?

3           Q.     Sure. Maybe you can --

4           A.     I'm hoping --

5           Q.     -- think about it during a break, and

6     maybe you can come up with that. So let me just

7     proceed with the question.

8                   MR. FAES: I just want to note for the  
9     record that we've requested Ms. Sippial's personnel  
10    file and we haven't received it. I'm going to do the  
11    best I can without her personnel file, but it seems  
12    obvious from this little bit of questioning that it  
13    probably has some very relevant information in it, and  
14    we would reserve the right to re-question if there's  
15    any pertinent information in that personnel file that  
16    we're unable to cover today.

17           Q.     (By Mr. Faes) So you went and you hired  
18    an attorney. What was the outcome of you speaking to  
19    that attorney?

20           A.     They spoke to Dr. Akbik, and he stated the  
21    same thing he told my previous employer, that he had  
22    completed the MEP or CSP, and that he had done it out  
23    of earshot of where I was, over -- by phone.

24           Q.     And so did you actually hire that attorney

1 or retain that attorney?

2 A. I did.

3 Q. And so that attorney conducted an  
4 investigation?

5 A. Yes.

6 Q. And did you hire that attorney on a  
7 contingent basis, or were you paying him an hourly  
8 rate?

9 A. I paid him a retainer.

10 Q. Do you remember how much that retainer  
11 was?

12 A. I don't remember.

13 Q. So you hired an attorney, you paid him a  
14 retainer. He conducted what sounds like an  
15 investigation, which included talking to Dr. Akbik;  
16 right?

17 A. Correct.

18 Q. Did he talk to Dr. Minhas?

19 A. That, I don't know. I don't recall.

20 Q. So after he did an investigation, which  
21 included talking to Dr. Akbik --

22 A. He could have. I just -- excuse me. I'm  
23 sorry.

24 MR. ROONEY: If you don't know you don't

1 know.

2 A. Yeah, I don't remember.

3 Q. (By Mr. Faes) So after your attorney that  
4 you hired in this matter conducted an investigation and  
5 talked to Dr. Akbik, what happened after that? And  
6 again, I don't want to get any -- into any  
7 communication you had --

8 A. Uh-huh.

9 Q. -- with yourself and your prior counsel,  
10 so I'm just looking for what happened after that.

11 A. Nothing related --

12 Q. Did you file a lawsuit? Did you --

13 A. I was trying to file a lawsuit.

14 Q. So ultimately you ended up not filing a  
15 lawsuit or pursuing the case; right?

16 A. Correct. Strauss and Troy.

17 Q. So just going back, the firm that you  
18 hired was Strauss and Troy?

19 A. Correct.

20 Q. And the attorney that you hired was  
21 Charles Ashdown?

22 A. Ashdown. Charles Ashdown.

23 Q. Charles Ashdown. Okay. When you  
24 ultimately departed from Cephalon, did you receive any

1 kind of severance or anything like that?

2 A. No.

3 Q. Did you receive any of your -- did you  
4 receive like your accrued vacation days or anything  
5 like that that you would have accrued?

6 A. No.

7 Q. Did you receive any bonuses that you would  
8 have been due?

9 A. No.

10 Q. Who ultimately told you that you were  
11 terminated or would be separated from Cephalon?

12 A. Randy Spokane.

13 Q. And he would have been your boss's boss at  
14 that time; right?

15 A. Correct.

16 Q. Michael Morreale would have been your  
17 direct report?

18 A. Direct boss. Yes.

19 Q. And how did Randy go about informing you  
20 that you were going to be separated from your job?  
21 Over the phone? Was it in person?

22 A. Over the phone.

23 Q. And how long was it between the time that  
24 this dispute about this payment with Dr. Akbik arose

1 and when you were ultimately separated from the  
2 company?

3 A. I would probably say a week. Maybe two  
4 weeks.

5 Q. Now, I just want to go back to when you  
6 first started with Cephalon in February two thou --  
7 approximately February or January of 2001. Is that  
8 accurate, to the best of your memory?

9 A. To the best of my memory.

10 Q. Yeah, I think we've looked at your call  
11 notes, and I think one of your first call notes was in  
12 February of 2001. Does that sound consistent with your  
13 memory?

14 A. Yes.

15 Q. And I assume before you -- once you were  
16 hired and before you went out into the field, you would  
17 have received some training on the Actiq product and  
18 any other products that you were going to be detailing;  
19 right?

20 A. Yes.

21 Q. What do you remember about that training?

22 A. Well, I will say for the record I have  
23 multiple sclerosis and it affects my memory sometimes.  
24 I know that we did receive training on the

1 effectiveness of the product, on its safety and dosage,  
2 indication for breakthrough cancer pain, and the  
3 product fentanyl.

4 Q. So one of the first products that you  
5 would have been responsible for promoting or detailing  
6 was the Actiq product; right?

7 A. Correct.

8 Q. And eventually you would have transitioned  
9 in -- towards the end of 2006 and transitioned from  
10 selling the Actiq product to the Fentora product;  
11 right?

12 A. I believe so.

13 Q. And both of those products were a  
14 fentanyl-based rapid-onset opioid; right?

15 A. Yes.

16 Q. Who was your first supervisor when you  
17 were first hired at Cephalon?

18 A. Michael Hemingway.

19 Q. And what do you remember about him?

20 A. He was my manager briefly. I had him for  
21 maybe a year. He was hired after I was.

22 Q. And what about -- at some point you had a  
23 new supervisor named Phil or Phil Tocco?

24 A. Yes.

1 Q. And what do you think -- what do you  
2 remember about him?

3 A. I can see his face. I mean, he seemed to  
4 have experience as a rep as well as a manager. He was  
5 well-versed on the fentanyl products.

6 Q. So Phil Tocco had been -- had he been a  
7 rep for Actiq prior to becoming the division manager?

8 A. I don't know if he was a rep for Actiq or  
9 he had been a rep at another company.

10 Q. But he had -- at any rate he had had some  
11 experience selling fentanyl-based opioid products;  
12 right?

13 A. I believe so, yeah.

14 Q. And for a short time you had another  
15 supervisor named Michelle Tinkler; is that right?

16 A. Was she my supervisor? I know we used to  
17 work together. I don't recall if she was a supervisor  
18 of mine or not.

19 Q. And then at a certain point it looks like  
20 you had Michael Morreale as a supervisor, and then Phil  
21 Tocco for a while, and then Michael Morreale again?

22 A. Yes.

23 Q. What were the circumstances that led to  
24 that happening?

1           A.     I think Phil Tocco got let go and they had  
2     to rearrange the territories, and that's how I ended up  
3     with Michael Morreale again.

4           Q.     And what was your understanding of why  
5     Phil Tocco was let go?

6           A.     I believe it was because he drank too  
7     much.

8           Q.     And Michael Morreale -- what do you  
9     remember about him?

10          A.     That he was my manager for the majority of  
11     my time at Cephalon. He played favorites.

12          Q.     What do you mean by that?

13          A.     Well, he treated his reps differently  
14     according to how he deemed necessary, more on a  
15     personal basis than a -- not always as professional.

16          Q.     So when he says -- when you say that --  
17     strike that. Let me start over.

18          A.     Okay.

19          Q.     When you say that he treated reps  
20     differently more on a personal basis, does that mean  
21     that you felt like he treated reps differently based on  
22     his relationship with that rep or how he felt about the  
23     rep rather than their performance as -- their job  
24     performance as a sales rep?

1 A. Yes.

2 MR. MAIER: Objection. Form.

3 Q. (By Mr. Faes) Now, when you were a sales  
4 rep for Cephalon -- and we'll look some visuals  
5 later -- your -- you always had a sales territory that  
6 you were assigned to; right?

7 A. Correct.

8 Q. And that sales territory always  
9 included -- it fluctuated over time, but it always  
10 included the City of Cincinnati; right?

11 A. Correct.

12 Q. And it always included Cincinnati and  
13 parts of Ohio; right?

14 A. Yes.

15 Q. And at one point -- well, strike that.  
16 Let me start with this. Do you remember a sales  
17 representative named David Vukovich -- V-U-K-O-V-I-C-H?

18 A. No.

19 Q. Do you remember that at part of his time  
20 your territory overlapped his in Akron, Ohio?

21 A. I don't remember.

22 Q. When you were first hired at Cephalon, we  
23 talked a little bit about the training and the training  
24 that you would have received. Where did that training

1 occur?

2 A. For Cephalon?

3 Q. Yes.

4 A. At the home office.

5 Q. And where is that?

6 A. In -- I believe it was in New Jersey.

7 Q. And were there other representatives in  
8 your sales class or sales school?

9 A. Yes.

10 Q. Who else was in your sales class or sales  
11 school?

12 A. I don't remember.

13 Q. Was Valerie Kaisen one of those  
14 individuals? I think her name --

15 A. She could have been.

16 Q. -- would have been McGinley at that time.

17 A. Yes, I'm pretty sure she was.

18 Q. Anybody else that was in your sales  
19 training class?

20 A. I can't remember.

21 Q. How long was the -- did the sales training  
22 class or sales school last before you were put out into  
23 the field?

24 A. A week to two weeks.

1 Q. So it's accurate that after -- was there  
2 some home study as well?

3 A. Yes, home study.

4 Q. And is that included in the week to two  
5 weeks?

6 A. No.

7 Q. How long was --

8 A. That was in addition to.

9 Q. How long was the home study?

10 A. Home study is usually about two weeks --  
11 two to three weeks.

12 Q. So after a week to two of in-class  
13 training at the home office in New Jersey and two to  
14 three weeks of home study --

15 A. Uh-huh.

16 Q. -- you essentially went out into the  
17 field and started promoting and selling Actiq; is that  
18 accurate?

19 A. Correct.

20 Q. Now, the Actiq is essentially a fentanyl  
21 lollipop; right?

22 A. Yes, doctors would refer to it as such.

23 Q. And you would occasionally refer to it as  
24 a lollipop yourself; right?

1           A.     If the doctor didn't understand my using  
2     the correct verbiage saying Actiq, then I would say  
3     fentanyl lollipop, and then they would -- oh, yeah. I  
4     know.

5           Q.     So you would essentially use it to be able  
6     to communicate better with the doctors if they  
7     initiated the conversation with that term the lollipop;  
8     is that fair?

9           A.     Fair.

10          Q.     And the lollipop that was intended to  
11     be -- or the Actiq stick or lollipop was intended to be  
12     put in the cheek and absorbed through the mouth; right?

13          A.     Yes.

14          Q.     And at the time that you first began  
15     promoting Actiq in 2001, Actiq was a relatively new  
16     product at that time; right?

17          A.     It had been promoted by another company  
18     before us.

19          Q.     And that was Anesta?

20          A.     I believe so, yeah.

21          Q.     And so it had only been -- it had only  
22     been around since about 1999, so it had really been  
23     only on the market about two years; right?

24          A.     Yes.

1 Q. So it was still a relative --

2 A. I'm assuming --

3 Q. It was still a relatively new product at  
4 that time; right?

5 A. Right.

6 Q. And is it fairly accurate that at least as  
7 far as when you first starting Actiq and started  
8 getting into the field, a lot of doctors still didn't  
9 really know about Actiq or know what Actiq was?

10 A. That's fair.

11 Q. It's fair to say that prior to Cephalon  
12 becoming involved and prior to hiring you to promote  
13 and detail Actiq, that the efforts -- the marketing  
14 efforts of the prior company weren't as robust as  
15 Cephalon's efforts; right?

16 MR. ROONEY: Object --

17 MR. MAIER: Objection. Foundation.

18 A. Yes.

19 Q. (By Mr. Faes) And you became aware that  
20 at least when you first started detailing Actiq in  
21 early 2001, there were some people and doctors that  
22 associated it with children or a lozenge that had  
23 given -- been given to children prior to surgery;  
24 right?

1 MR. MAIER: Objection. Foundation.

2 A. Repeat that.

3 Q. (By Mr. Faes) Were you -- strike that.

4 Is it true that when you first began promoting and  
5 detailing the Actiq product in early 2001, there were  
6 some doctors and people that associated it -- the  
7 product Actiq with children or surgery?

8 MR. MAIER: Objection. Foundation.

9 A. Yes.

10 Q. (By Mr. Faes) And is that because there  
11 had been a prior fentanyl-based lozenge on the product  
12 that was intended to be given to children prior to  
13 surgery?

14 A. I believe so.

15 MR. MAIER: Same objection.

16 Q. (By Mr. Faes) And so that was one of the  
17 things you had to do, was to educate physicians that  
18 Actiq was different than this fentanyl-based lozenge  
19 that had been intended for children prior to surgery  
20 that had been on the market prior to you starting with  
21 Cephalon; right?

22 A. Yes.

23 Q. And during your time early on in 2011, you  
24 became aware that some doctors were using the Actiq

1 product for things other than cancer-related pain;  
2 right?

3 MR. ROONEY: Objection.

4 MR. MAIER: Objection. Form, foundation.

5 A. Repeat that.

6 Q. (By Mr. Faes) Sure. When -- I think I  
7 said 2011 apparently. And during your time early on in  
8 2001 promoting and detailing Actiq, you became aware  
9 that some doctors were using the Actiq product for  
10 things other than cancer-related pain; right?

11 MR. ROONEY: Objection.

12 MR. MAIER: Objection. Form.

13 A. No, I don't recall that.

14 Q. (By Mr. Faes) You don't recall that?

15 A. No.

16 Q. Now, the Actiq product that you were  
17 responsible for promoting and detailing when you were  
18 hired in 2001 -- you promoted that right up until the  
19 end of about 2006; right?

20 A. Yes, if that's what you have there.

21 Q. And at the end of 2006 you switched from  
22 promoting the Actiq product to promoting the Fentora  
23 product; right?

24 A. Yes.

1 Q. And that was essentially a switch; right?  
2 Once you stopped promoting the Actiq product you began  
3 promoting the Fentora product; right?

4 A. Correct.

5 Q. And the Fentora product -- that was  
6 marketed by the company as a new and improved  
7 replacement to the Actiq product; right?

8 MR. MAIER: Objection. Form.

9 A. Yes.

10 Q. (By Mr. Faes) And the Fentora product  
11 wasn't a lollipop; it was instead a tab that was  
12 intended to be kind of placed in the cheek and  
13 dissolved there in the mouth; right?

14 A. Yes.

15 Q. Meaning it wasn't supposed to be  
16 swallowed; right?

17 A. Correct.

18 Q. And in fact, that was something that you  
19 had to educate patients on -- patients and doctors  
20 on -- well, not patients, so let me start over. That  
21 was one thing that you had to educate doctors on, is  
22 that the Fentora product in fact wasn't intended to be  
23 swallowed; right?

24 A. Correct.

1 Q. In fact, it could be dangerous if it were  
2 swallowed instead of absorbed through the cheek; right?

3 A. Yes.

4 Q. And there were many ways that you were  
5 trained to detail doctors on to distinguish Fentora  
6 from Actiq; right?

7 A. Yes.

8 Q. And one of those things that you promoted  
9 that was different and better from Actiq was that  
10 Fentora had better absorption and better ease of use?

11 MR. MAIER: Objection. Form.

12 A. Yes.

13 Q. (By Mr. Faes) And you promoted that it  
14 had a fast onset; right?

15 A. Yes.

16 Q. Essentially you promoted -- one of the  
17 things that you would say to doctors is Fentora -- and  
18 actually with Actiq too -- that you promoted both of  
19 those products as a pain relief system whereby a  
20 patient could potentially get ahead of their pain;  
21 right?

22 MR. ROONEY: Object to form.

23 MR. MAIER: Objection. Form.

24 A. No. Mirror their pain.

1 Q. (By Mr. Faes) So you would promote  
2 Fentora as a product whereby a patient could mirror  
3 their pain?

4 A. Their breakthrough cancer pain.

5 Q. Not sure I -- I'm not sure I understand  
6 that.

7 A. Breakthrough cancer pain is different than  
8 constant pain that a patient has. It strikes very  
9 quickly, and you don't always -- like if you were to  
10 take something orally it would take too long to be  
11 absorbed, so with this delivery system, it would mirror  
12 the pain, meaning that it would get in and effectively  
13 attack and mirror the breakthrough pain, versus taking  
14 something and then missing the breakthrough pain  
15 episode. It jumps onboard right away. Makes sense?

16 Q. Okay. Right. So you would essentially  
17 market both Actiq and Fentora to doctors --

18 A. Uh-huh.

19 Q. -- as a product to where a patient could  
20 get much more immediate relief than a long-acting  
21 opioid; right?

22 A. They would be -- yes.

23 Q. And sometimes you would even talk to the  
24 doctor and have a discussion about five versus 35

1 minutes, meaning what do you want a patient to do when  
2 they're having a pain episode? Do you want them to  
3 have to wait 35 minutes with a long-acting opioid or  
4 would you rather have them get relief in five minutes  
5 with Actiq or Fentora; right?

6 MR. ROONEY: Object to form.

7 MR. MAIER: Objection. Form.

8 A. They would be on around-the-clock  
9 medication to begin with.

10 Q. (By Mr. Faes) Right. So one of the  
11 requirements to be on Actiq or Fentora is that a  
12 patient had to be opioid-tolerant to begin with; right?

13 A. Correct.

14 Q. Which means they had to be on a  
15 maintenance long-acting opioid; right?

16 A. Yes.

17 Q. And the Actiq and the Fentora products  
18 were meant for those folks who are on a long-acting  
19 opioid and still had spikes in pain; right?

20 A. Correct.

21 Q. And that was something that you marketed  
22 to physicians, is you said, Doctor, for these  
23 breakthrough pain episodes, would you rather have your  
24 patient get relief in five minutes from our product,

1     which was Actiq or Fentora, or would you rather have  
2     them wait 35 minutes for relief with an alternative  
3     product; right?

4             A.     Correct.

5             Q.     So you -- and you would refer to that  
6     sometimes in your call notes as I had a discussion with  
7     my doctor or whatever doctor you were talking about  
8     about five versus 35 minutes; right?

9             A.     Yes.

10            MR. MAIER:  Objection.  Form.

11            Q.     (By Mr. Faes)  And as we talked about,  
12     both the Fentora and the Actiq product were only  
13     indicated for people who were on long-acting opioids;  
14     right?

15            A.     Yes.

16            Q.     So those people were already in fairly  
17     significant pain to where they needed to be on a  
18     long-acting opioid like a hydrocodone or an OxyContin  
19     all the time; right?

20            MR. ROONEY:  Object to form.

21            MR. MAIER:  Objection.  Form.

22            A.     Correct.  Long-acting.

23            Q.     And --

24                    [Interruption by the reporter.]

1           A.     I'm sorry. They need to be on the  
2     long-acting.

3           Q.     And you also understood when you started  
4     promoting Actiq that it was only supposed to be  
5     indicated for people that had cancer; right?

6           A.     Correct.

7           Q.     And you would sometimes refer to that as  
8     malignant pain; right?

9           A.     Correct.

10           MR. ROONEY: Objection.

11           Q.     (By Mr. Faes) So when you use a term for  
12     instance in your call notes, malignant pain versus  
13     nonmalignant pain, malignant pain would mean cancer  
14     pain; right?

15           A.     Cancer. Yes.

16           Q.     And nonmalignant pain would mean noncancer  
17     pain; right?

18           A.     Correct.

19           Q.     So this was essentially kind of a mercy  
20     drug; right?

21           MR. ROONEY: Objection.

22           Q.     (By Mr. Faes) Actiq was?

23           MR. MAIER: Objection. Form.

24           A.     No, we never referred to it as a mercy

1 drug. Pain is very subjective, and people would have  
2 different breakthrough pain episodes, and this was --  
3 Actiq was developed to help patients -- cancer patients  
4 with that.

5 Q. So --

6 MR. ROONEY: I would just direct you to  
7 answer the question that he asks.

8 A. Okay.

9 Q. (By Mr. Faes) So Actiq was intended for  
10 people who had cancer only; right?

11 A. Correct.

12 Q. And you understood that people with  
13 cancer -- many of those patients would be terminal and  
14 may never recover; right?

15 A. Correct.

16 Q. And you understood that both the Actiq and  
17 the Fentora really had a very limited educa -- strike  
18 that. You understood that both the Actiq and the  
19 Fentora had a very limited indication in a very small  
20 subset of patients that the drug was intended for;  
21 right?

22 MR. ROONEY: Object to form.

23 MR. MAIER: Object to form.

24 A. Cancer patients.

1 Q. (By Mr. Faes) Right. And that --

2 A. Yes.

3 Q. Would you agree with me that that is a  
4 very limited indication in a very small subset of  
5 patients?

6 MR. MAIER: Object to form.

7 A. Possibly.

8 Q. (By Mr. Faes) So we were talking about  
9 some of the ways that you would use when Fentora was  
10 ultimately launched in late 2006 to distinguish Fentora  
11 from Actiq; right? We talked about that earlier?

12 A. Yes.

13 Q. And one of those things -- differences or  
14 improvements that you would also note is the lack of  
15 sugar in the Fentora product?

16 A. True.

17 Q. And you marketed that as -- to physicians  
18 as an improvement or a product feature that was better  
19 than the old Fentora product; right?

20 A. Correct.

21 Q. But other than noting the differences  
22 between Fentora, such as the lack of sugar, the  
23 absorption, and the ease of use, you would have  
24 essentially used the same selling tools and strategies

1 to sell and promote Fentora as you did for Actiq;  
2 right?

3 MR. ROONEY: Object to form.

4 MR. MAIER: Object to form.

5 A. Yes.

6 Q. (By Mr. Faes) Now, you were with Cephalon  
7 promoting Actiq and Fentora for a little over nine  
8 years?

9 A. Yes.

10 Q. So between Actiq and Fentora, you would  
11 have made literally thousands of sales calls during  
12 that period in the state of Ohio, Cincinnati, and  
13 elsewhere; right?

14 MR. ROONEY: Object to form.

15 A. Correct.

16 Q. (By Mr. Faes) And as we talked about,  
17 your territory would change slightly over time, but at  
18 all times it would have included Cleveland and the  
19 State of Ohio; right?

20 A. Yes.

21 MR. ROONEY: Object to form.

22 Q. (By Mr. Faes) And you would have been --  
23 strike that. You would have kept notes of each time  
24 that you made a sales call; right?

1 MR. MAIER: Object to form.

2 A. No. We didn't make sales calls -- we  
3 didn't make notes my entire time that I was there.

4 Q. (By Mr. Faes) So you didn't keep a sales  
5 note or a sales log when you --

6 A. On the computer?

7 Q. Well, I guess that's my question. Didn't  
8 you during your time at Cephalon enter some kind of a  
9 note or a call log detailing every time that you called  
10 on a doctor, noting the date, the time, and the doctor  
11 that was called on?

12 A. There was a period of time where we did  
13 not record call notes.

14 Q. And what --

15 A. And I don't remember what year that was.

16 Q. So let me explore that a little bit. Upon  
17 your initial hiring with Cephalon, you would have been  
18 keeping call notes; right? Because --

19 A. Correct.

20 Q. So -- in 2001. And at some point you're  
21 telling me that you stopped making call notes?

22 A. It was no longer required.

23 Q. And did you ever go back to making call  
24 notes?

1 A. No.

2 Q. What were you told was the reason why  
3 making call notes was no longer required?

4 A. We weren't really given a reason.

5 Q. When did that occur?

6 A. I don't remember exactly. Possibly when  
7 we started. I don't know.

8 MR. ROONEY: Don't answer if you don't  
9 remember.

10 Q. (By Mr. Faes) Which product were you  
11 promoting or detailing at the time that call notes were  
12 discontinued?

13 A. I don't know which one.

14 Q. (By Mr. Faes) So you weren't trained --  
15 it's fair to say that when you stopped -- were told to  
16 stop keeping -- well, let me back up. Strike that.  
17 Let me start over. So at a certain time you stopped  
18 keeping call notes, meaning that you no longer kept a  
19 record of what occurred during the call, but were you  
20 still making a call log, meaning you were recording  
21 visits to physicians; you just weren't keeping a note  
22 of what occurred during that call?

23 A. Correct.

24 MR. MAIER: Object to form.

1           Q.     (By Mr. Faes) Okay. So you kept a -- for  
2     a while you kept call notes, and then you were told  
3     notes -- that notes were no longer required, and then  
4     you started keeping a call log; right?

5           A.     Correct.

6           Q.     So the entire time that you were calling  
7     on doctors in the state of Ohio and Cincinnati, you  
8     kept either a call log or call notes?

9           A.     Correct.

10           MR. ROONEY: Object.

11           MR. MAIER: Object to form.

12           Q.     (By Mr. Faes) And at some point you  
13     stopped keeping call notes, which included a detail of  
14     what actually occurred during the call and just started  
15     keeping a call log which didn't have notes of what  
16     occurred; it just noted that -- the date and the doctor  
17     that had been detailed; right?

18           A.     Correct.

19           Q.     And at that time you were told that  
20     keeping notes of what occurred during the call was no  
21     longer required?

22           A.     Correct.

23           Q.     And you weren't given any reason for that  
24     that you recall?

1 A. Not that I can recall.

2 Q. Do you recall whether or not one of the  
3 reasons that the company gave you was that they were  
4 eliminating those call notes or comments due to  
5 liability concerns?

6 MR. MAIER: Object to form, foundation.

7 A. It's a possibility. I don't know.

8 Q. (By Mr. Faes) You just don't remember  
9 either way?

10 A. I don't.

11 Q. But at any rate, we can agree that when  
12 they switch from call notes to call logs, the company  
13 took away even your ability to enter a call note  
14 describing what had occurred during a sales call --  
15 they took that away from you; right?

16 MR. ROONEY: Object to form.

17 A. Correct.

18 MR. MAIER: Object to form.

19 Q. (By Mr. Faes) In other words, they took  
20 away even your discretion to be able to enter in a note  
21 of what occurred during a call when they made that  
22 transition; right?

23 MR. ROONEY: Object to form.

24 MR. MAIER: Object to form.

1           A.       Repeat that.

2           Q.       (By Mr. Faes) Would you agree with me  
3       that when the company made the change from call notes  
4       to call logs, the company took away your discretion to  
5       be able to enter a call note of what occurred during a  
6       call even if you wanted to; right?

7           A.       True.

8           MR. ROONEY: Same objection.

9           MR. MAIER: Objection.

10          Q.       (By Mr. Faes) Essentially when you  
11       entered your call log after the change was made, the  
12       system wouldn't allow you to write a freeform note;  
13       right?

14          A.       I don't believe so.

15          MR. ROONEY: Object to form.

16          Q.       (By Mr. Faes) What did you use to  
17       enter -- after the change was made, what system did you  
18       use to enter your call logs?

19          A.       Memory.

20          Q.       What -- I'm sorry?

21          A.       Memory.

22          Q.       And how did you physically enter them?  
23       Did you do them into a computer or what did --

24          A.       In a computer.

1 Q. And what did it look like? Like did you  
2 log in -- go through the process if you can.

3 A. We would --

4 Q. To the degree that you can remember of  
5 entering a call log after the notes were taken away.

6 A. We would log in to the doctor's name and  
7 it would pull up -- I believe we would enter the  
8 doctor's name or the date -- I think we'd enter in the  
9 date and then what medications we -- there would be a  
10 checkbox or whatever where you click to see which  
11 medications you spoke about -- date, time, and place.

12 Q. And did you log in like to --

13 A. And doctor.

14 Q. And did you log into like a portal over  
15 the internet to do this?

16 A. No, it wasn't a portal. We had a database  
17 that was always in our computer that we could pull up  
18 the doctor's name.

19 Q. And at some point -- and so you're working  
20 on a database -- you're entering your call notes onto a  
21 database on like a company-issued laptop?

22 A. Yes.

23 Q. And then how would that information get  
24 uploaded to the company?

1           A.     We would have to download once an evening  
2     to get all of our call notes quantified.

3           Q.     So was it company policy or training that  
4     once a day at the end of the day, you had to --

5           A.     Connect.

6           Q.     -- essentially connect to a company  
7     server to make sure that all of your call notes and  
8     other information from that day had been uploaded?

9           A.     Yes.

10          Q.     And that was part of the training  
11     instructions that you received from your superiors  
12     while you worked at Teva?

13          A.     Yes.

14          Q.     And in fact, some -- that was necessary  
15     because at some times some of your superiors would want  
16     to --

17          A.     Cephalon. I'm sorry. You said Teva.

18          Q.     Oh, sorry. So connecting to the company  
19     server to make sure that all of your call notes or  
20     other information that day had been uploaded was part  
21     of the training and instructions that you received from  
22     your superiors when you worked at Cephalon; right?

23          A.     Correct.

24          Q.     And you knew that that was necessary,

1     because in fact at certain times while you were at  
2     Cephalon you knew that some of your superiors would  
3     actually get in and review your notes on a daily basis;  
4     right?

5                     MR. ROONEY:   Object to form.

6                     MR. MAIER:   Object to form, foundation.

7             A.     I don't know how often they would review  
8     them.   It's possible.

9             Q.     (By Mr. Faes)   Well, it's true that --  
10    well, strike that.   Is it true that at certain times  
11    during your employment at Cephalon that you would have  
12    felt even micromanaged by people at Cephalon?

13                    MR. ROONEY:   Object to form.

14                    MR. MAIER:   Objection.   Form.

15             A.     Yes, there were times.

16             Q.     (By Mr. Faes)   So I'm going to hand you  
17    what's been marked as Exhibit Number 2 to your  
18    deposition.

19                             [Exhibit Teva-Sippial-002  
20                             marked for identification.]

21             Q.     And this is just your LinkedIn profile.  
22    And does this appear to be a fair and accurate copy of  
23    your LinkedIn profile?

24                    MR. ROONEY:   Take your time looking

1 through it.

2 [Discussion off the record.]

3 THE VIDEOGRAPHER: We are going off the  
4 record at 10:53 AM.

5 [A brief recess was taken.]

6 THE VIDEOGRAPHER: We are back on the  
7 record at 11:04 AM.

8 Q. (By Mr. Faes) Ms. Sippial, we're back on  
9 the record after a short break. Are you ready to  
10 proceed?

11 A. Yes.

12 Q. And when we went off the record we were  
13 looking at your LinkedIn profile, which is dated August  
14 30th of 2018 at the top. Do you see that?

15 A. Yes.

16 Q. Does this appear to be a fair and accurate  
17 copy of your LinkedIn profile as of that day?

18 A. Yes.

19 Q. And if you look down on your experience,  
20 it looks like your -- listed as your current employer  
21 is R & L Laboratory Service. Do you see that?

22 A. Yes, I'm unemployed.

23 Q. Right. And as you testified earlier, it  
24 says April 2000 to the present but it should read --

1 A. Uh-huh.

2 Q. -- April two thousand eight -- that you  
3 left in 2018; right?

4 A. Yes.

5 Q. And when did you start at R & L Laboratory  
6 Services?

7 A. In April 2018.

8 Q. So it is -- and when did you depart? I  
9 forgot.

10 A. Had to be June. It was a very short time.

11 Q. So you were only there a couple months?

12 A. Correct.

13 Q. What were your responsibilities there  
14 while you were there for a few months?

15 A. I was responsible for going to different  
16 physicians' offices and selling urine drug screens.

17 Q. So you were a sales rep for urine  
18 drug-screening products?

19 A. Yes.

20 Q. And was that the only product that you  
21 were responsible for detailing?

22 A. That and -- yes.

23 Q. And prior to that you were an executive  
24 sales consultant with DrugScan from June of 2012 to

1 November of 2017?

2 A. Correct.

3 Q. And are those dates correct, or should it  
4 be two thou -- June of 2010?

5 A. I think it should be June 2010.

6 Q. Did you have another job between Cephalon  
7 and DrugScan?

8 A. No, I did not.

9 Q. And how long a period of time was it  
10 between the time you left Cephalon and the time you  
11 joined DrugScan?

12 MR. ROONEY: Do you remember without  
13 looking at?

14 A. I don't.

15 MR. ROONEY: You said some of the dates  
16 were off.

17 A. Yeah, the dates are off. A few months.

18 Q. (By Mr. Faes) Okay. But to the best of  
19 your recollection, you were only out of work a few  
20 months between leaving Cephalon and joining DrugScan;  
21 is that --

22 A. Correct.

23 Q. And what were -- what products were you --  
24 well, strike that. What were your responsibilities

1 while you were an executive sales consultant at  
2 DrugScan?

3 A. Promoting urine drug screens.

4 Q. So essentially the same job as R & L  
5 Laboratory Services?

6 A. Yes.

7 Q. And what were the circumstances of your  
8 departure from that company?

9 A. I was downsized.

10 Q. And so if you turn to the second page of  
11 this, it says executive sales representative, Cephalon,  
12 and it says from January 2001 to June 2012, but those  
13 dates probably aren't accurate; right?

14 A. They're not.

15 Q. It should probably say January of 2001  
16 to --

17 A. 2010.

18 Q. -- 2010 sometime; right?

19 A. Correct.

20 Q. And so I just wanted to ask about a couple  
21 things in here. In your summary of your job  
22 responsibilities -- which I assume you wrote these;  
23 right?

24 A. Yes.

1 Q. It says facilitated journal club meetings  
2 for the University of Cincinnati pain fellows,  
3 sponsored the northern Kentucky pain conference,  
4 promoted and sold medications such as Actiq and  
5 Fentora; right?

6 A. Correct.

7 Q. So obviously you were -- as we discussed,  
8 you were responsible for promoting and selling both  
9 Actiq and Fentora during your time at Cephalon; right?

10 A. Correct.

11 Q. And one other thing that you did was  
12 facilitated journal club meetings for University of  
13 Cincinnati pain physicians?

14 A. Yes.

15 Q. So what was the University of Cincinnati  
16 pain physicians and fellows? What -- and what were you  
17 sponsor -- what journal club meetings were you  
18 sponsoring there?

19 A. I don't recall. I don't remember what  
20 journals we had. I don't remember. Could you restate  
21 that question?

22 Q. Sure. So the University of Cincinnati  
23 pain physicians -- that was essentially a professional  
24 organization or group; right?

1 A. Correct.

2 Q. And that professional organization or  
3 group would have meetings from time to time?

4 A. Yes.

5 Q. And they would have speakers at those  
6 events from time to time; right?

7 A. Yes.

8 Q. And one of the things that you would have  
9 done in facilitating those meetings would be to  
10 potentially sponsor or provide financial support  
11 through Cephalon for those meetings?

12 MR. MAIER: Objection. Form.

13 A. Yes.

14 Q. (By Mr. Faes) You would potentially  
15 arrange to have a doctor speak about Actiq or Fentora  
16 at one of those meetings through a medical education  
17 program or a Cephalon speaker program?

18 A. Journal club meetings, we did not provide  
19 speakers. We would sponsor the journal club meeting  
20 based on what journals the physicians were covering  
21 that -- during that meeting.

22 Q. So you would provide financial support or  
23 sponsorship for these Cincinnati pain physicians  
24 meetings; right?

1 A. Yes.

2 Q. And this was a way of kind of broadening  
3 your base or your exposure with doctors who treated  
4 pain in the Cincinnati area; right?

5 MR. ROONEY: Object to form.

6 MR. MAIER: Objection. Form.

7 A. Treated cancer pain.

8 Q. (By Mr. Faes) Well, Cincinnati -- the  
9 University of Cincinnati pain physicians included  
10 doctors --

11 A. Oncologists.

12 Q. -- that treated other types of pain as  
13 well; right?

14 A. Yes.

15 MR. ROONEY: Objection.

16 MR. MAIER: Objection. Form, foundation.

17 Q. (By Mr. Faes) And you also sponsored the  
18 northern Kentucky pain conference; right?

19 A. Correct.

20 Q. And how long of a period did you sponsor  
21 that?

22 A. That was just one instance, one time.

23 Q. And how long of a period did you have a  
24 relationship sponsoring and facilitating journal club

1 meetings for the University of Cincinnati pain  
2 physicians?

3 A. It was off and on depending on my  
4 territory.

5 Q. But fair to say that you facilitated and  
6 sponsored those meetings over a number of years; right?

7 MR. MAIER: Objection. Form, foundation.

8 A. No. Not over a number of years. They  
9 would occur once in a while, and I didn't always have  
10 the University of Cincinnati.

11 Q. (By Mr. Faes) Fair to say that you did it  
12 more -- sponsored it more than once, though; right?

13 A. Yes.

14 Q. And generally, physicians that attended  
15 either the club meetings at the University of  
16 Cincinnati pain physicians or the northern Kentucky  
17 pain conference -- those were generally high  
18 prescribers of opioid products in general; right?

19 MR. ROONEY: Object to form.

20 MR. MAIER: Objection. Form, foundation.

21 A. We never knew which doctors were going to  
22 be there, so we didn't have background information on  
23 the doctors that showed up until after they were there.

24 Q. (By Mr. Faes) But you had an

1 understanding at the time that you were providing  
2 support and assistance for those professional society  
3 or organizational meetings that those meetings could  
4 include high prescribers of opioids; right?

5 MR. ROONEY: Object to form.

6 MR. MAIER: Object to form, foundation.

7 A. Yes.

8 Q. (By Mr. Faes) And you'd agree with me  
9 that that was part of your -- for your strategy for  
10 deciding who to target or detail for Actiq and Fentora  
11 was you wanted to look at physicians in general who are  
12 already high prescribers of opioids; right?

13 MR. ROONEY: Object to form.

14 MR. MAIER: Objection. Form, foundation.

15 A. Repeat that.

16 Q. (By Mr. Faes) You'd agree with me that it  
17 was part of your sales strategy for deciding on who to  
18 call on for Actiq or Fentora, was to look at physicians  
19 who were high prescribers of opioids; right?

20 MR. ROONEY: Same objection.

21 MR. MAIER: Same objection.

22 A. Not necessary -- no.

23 Q. (By Mr. Faes) Not necessarily?

24 A. Not necessarily.

1           Q.     But you'd agree with me that in order to  
2     be an appropriate target for Actiq or Fentora, you  
3     already had to be opioid-tolerant; right?

4           A.     Correct.

5           Q.     So it would make sense to look at lists of  
6     physicians who were already prescribing a lot of  
7     opioids in general as a potential target; right?

8           A.     Yes.

9           MR. ROONEY: Object to form.

10          Q.     (By Mr. Faes) You can set that aside.  
11     I'm going to hand you what's been marked as Exhibit  
12     Number 3 to your deposition.

13                     [Exhibit Teva-Sippial-003  
14                     marked for identification.]

15          Q.     And this is a copy of your résumé, and if  
16     you look at the top middle, it appears to be a résumé  
17     dated November 8th of 2016. Do you see that?

18          A.     Yes.

19          Q.     And does this appear to be -- well, strike  
20     that. I'll represent to you that this is a copy of  
21     your résumé that we actually got off of LinkedIn. Does  
22     this appear to be a fair and accurate copy of your  
23     résumé that you would have provided to LinkedIn?

24          A.     Yes.

1 Q. And I want to ask you specifically about a  
2 couple parts of this résumé. And you would have  
3 written all the contents of this résumé; right?

4 A. Right.

5 Q. And you start off with dynamic and  
6 results-driven representative, top sales performer with  
7 10 years of pharmaceutical sales in the Cincinnati  
8 market. Do you see that?

9 A. Yes.

10 Q. And that's referring to your tenures with  
11 Cephalon; right?

12 A. Correct.

13 Q. And you would have been responsible for  
14 the Cincinnati market the entire time you were  
15 promoting Actiq and Fentora; right?

16 A. And more.

17 Q. And further down you say ability to target  
18 key accounts and gain solid commitments from them. Do  
19 you see that?

20 A. Yes.

21 Q. And that was something you did with  
22 regards to Actiq and Fentora?

23 A. Yes.

24 Q. And what do you mean when you say that you

1     were able to gain solid commitments from your key  
2     accounts?

3             A.     After educating them on the product,  
4     asking them for their commitment, if they have patients  
5     that they see that would benefit from using the  
6     product.

7             Q.     So when you say that you were wanting to  
8     gain a solid commitment, one of the things that you  
9     were trained upon was to try to get a commitment from  
10    the doctor to try either Actiq or Fentora on one of  
11    their patients that they felt was appropriate for the  
12    product; right?

13            MR. ROONEY:   Object to form.

14            A.     Yes.

15            Q.     (By Mr. Faes)   And if you look further  
16    down, it says under executive toxicology sales  
17    consultant for DrugScan, it says at that time you  
18    prepared routine in-service presentations and training  
19    to keep customers up to date and supported.   What are  
20    you referring to there when you were at DrugScan?

21            A.     Well, I was selling toxicology, selling  
22    urine drug screens, and I would set up lunches or times  
23    where I would go in and educate them on the product,  
24    which medications they needed to -- they wanted to test

1     for, in-services on our vendors, who we had  
2     available -- things of that nature.

3             Q.     Okay. If you can turn to the second page  
4     of this document. And I want to ask you about the last  
5     sentence of the first paragraph where you state you  
6     launched and sold two drugs that were first in its  
7     class, Actiq and Provigil. Do you see that?

8             A.     Yes.

9             Q.     So is it true then that you helped  
10    essentially launch Actiq in your territory; right?

11            A.     Yes.

12            Q.     You essentially helped create the market  
13    for Actiq in the Cincinnati area, in the territory that  
14    you were responsible for; right?

15                   MR. ROONEY: Object to form.

16                   MR. MAIER: Object to form, foundation.

17            A.     Yes.

18            Q.     (By Mr. Faes) And you did that using the  
19    training and strategies that Cephalon provided to you  
20    while you were there as a sales representative; right?

21                   MR. ROONEY: Object to form.

22            A.     Yes.

23            Q.     (By Mr. Faes) And if you look here, it  
24    states that you were ranked four out of 110 in the

1 nation for the president's club; right?

2 A. Yes.

3 Q. And what is the president's club?

4 A. The president's club is where the top  
5 pharmaceutical sales reps in the company are rewarded  
6 with a trip and a monetary bonus for achieving or  
7 exceeding goals.

8 Q. So did you make the president's club that  
9 year?

10 A. I did not.

11 Q. Or did you have to be Number 1?

12 A. I did not make the president's club that  
13 year. I was --

14 Q. So did -- who -- did you have to -- was it  
15 only one person in the whole country that made the  
16 president's club, or --

17 A. No. No, I believe there are like three.

18 Q. So you missed it by one?

19 A. Well, I was let go before I was --

20 Q. Ah. I see. So you --

21 A. I would have.

22 Q. So you would have made -- probably made  
23 the president's club in 2010?

24 A. Yes.

1 MR. MAIER: Objection. Foundation.

2 Q. (By Mr. Faes) At least you felt that you  
3 probably were on track to make --

4 A. Yes.

5 Q. -- the president's club in 2010; right?

6 A. Correct.

7 Q. So you were a pretty darn good sales rep  
8 in 2010; right?

9 MR. ROONEY: Object to form.

10 A. Yes.

11 Q. (By Mr. Faes) And one of the main drugs  
12 that you were promoting at that time in 2010 was  
13 Fentora; right?

14 MR. ROONEY: Object to form.

15 A. Yes.

16 Q. (By Mr. Faes) And to be four out of 110  
17 for the president's club -- you said that that was  
18 based on sales goals set by the company; right?

19 A. Correct.

20 MR. ROONEY: Object to form.

21 Q. (By Mr. Faes) So you would have had to  
22 meet or exceed whatever your sales quota was in order  
23 to be ranked four out of 110; right?

24 MR. ROONEY: Object to form.

1 A. Yes.

2 Q. (By Mr. Faes) And you -- the following  
3 bullet point is that you were consistently ranked in  
4 the top five percent of the Ohio Valley area from  
5 2010 -- strike that. It says on the bullet point below  
6 that you were consistently ranked in the top five  
7 percent of the Ohio Valley area from 2007 to 2010;  
8 right?

9 A. Yes.

10 Q. And that's true, right, or you wouldn't  
11 have put it in your résumé?

12 A. Correct.

13 Q. And again, you're basing you being in the  
14 top five percent as you being in the top five percent  
15 of meeting your sales goals for the drugs you were  
16 promoting; right?

17 A. Correct.

18 Q. And during that entire time from 2007 to  
19 2010, you would have been promoting the Fentora product  
20 as part of your portfolio; right?

21 A. Yes.

22 Q. So it's fair to say that the tools and  
23 strategies that you were using as a sales  
24 representative for Fentora was one of the keys to your

1 success in being in the top five percent; right?

2 MR. ROONEY: Object to form.

3 MR. MAIER: Object to form.

4 A. Repeat that.

5 Q. (By Mr. Faes) Is it fair to say that the  
6 tools and strategies that you were using as a sales  
7 representative for Fentora from 2007 to 2010 were one  
8 of the reasons for your success during that time  
9 period?

10 A. Yes.

11 Q. And you were apparently doing it better  
12 than just about anybody in the Ohio Valley area at that  
13 time if you were in the top five percent; right?

14 MR. ROONEY: Object to form.

15 MR. MAIER: Object to form.

16 A. Yes, I was up there.

17 Q. (By Mr. Faes) And in fact, your next  
18 bullet point is, is that you were recognized for  
19 outstanding sales performance for Fentora and you were  
20 ranked Number 1 in Quarter 4 of 2009; right?

21 A. Yes.

22 Q. And that's a true statement; right?

23 A. Yes.

24 Q. And you were also recognized as a sales

1 leader for Fentora in Q -- in Quarter 3 of 2007; right?

2 A. Yes.

3 MR. ROONEY: Object to form.

4 Q. (By Mr. Faes) And you won area rep of the  
5 year in 2003; right?

6 A. Correct.

7 Q. And at that time you would have been  
8 promoting the Actiq product; right?

9 A. Yes.

10 Q. What did you have to do to win area rep of  
11 the year in 2003 while promoting the Actiq product?

12 A. Exceed --

13 MR. MAIER: Object to form, foundation.

14 A. Exceed sales goals.

15 Q. (By Mr. Faes) So it's fair to say again  
16 that whatever tools and strategies you were using to  
17 sell Actiq in 2003 were very effective in helping you  
18 meet the sales goals; right?

19 A. Yes.

20 MR. ROONEY: Object to form.

21 MR. MAIER: Object to form.

22 Q. (By Mr. Faes) And you were area rep, so  
23 you were the best rep in your entire area?

24 MR. ROONEY: Object to form.

1 Q. (By Mr. Faes) In 2003 for Actiq?

2 A. Correct.

3 Q. And your area at that time was the Great  
4 Lakes region; right?

5 A. Ohio Valley.

6 Q. Ohio Valley. And it also states that you  
7 received a letter of accommodation naming me, meaning  
8 you, among the top -- elite top 10 from Bob Roche,  
9 senior vice-president. Do you see that?

10 A. Correct.

11 Q. And when did that occur?

12 A. Early on in my career. I don't recall  
13 when.

14 Q. Was it before or after you won area rep of  
15 the year in 2003?

16 A. That was before.

17 Q. So even before you run area -- strike  
18 that. Even before you won area rep of the year in  
19 2003, you were already a very effective sales rep for  
20 Actiq; right?

21 MR. ROONEY: Object to form.

22 A. Yes.

23 Q. (By Mr. Faes) And that was in part  
24 because you were successfully executing the strategies

1       that you were trained on by your superiors at Cephalon?

2                       MR. ROONEY:   Object to form.

3               A.       Yes.

4                       MR. MAIER:   Object to form.

5               Q.       (By Mr. Faes)   And it also states that  
6       you -- well, strike that.   You can set that aside.   I'm  
7       going to hand you what's been marked as Exhibit Number  
8       4 to your deposition.   Of course I marked the one  
9       that's not stapled.   I'm going to hand you what's been  
10      marked as Exhibit Number 4 to your deposition.

11                      [Exhibit Teva-Sippial-004

12                      marked for identification.]

13              Q.       And this is just a PowerPoint labeled Ohio  
14      Valley area business review.   Do you see that on the  
15      first page?

16              A.       Yes.

17              Q.       And it's dated May 18th of 2008?

18              A.       Yes.

19              Q.       And I just want to have you turn to the  
20      third page in.   And do you see that center section?  
21      And if you want look at the monitor you can.   That's in  
22      color and it's a little easier to see.

23                      MR. MAIER:   This one is not on.

24                      [Discussion off the record.]

1 Q. (By Mr. Faes) So if you look in the  
2 center, it looks like there's an area shaded in blue  
3 and it's got your name, Laura Sippial there. Do you  
4 see that?

5 A. Yes.

6 Q. Does this appear to be a fair and accurate  
7 representation of the territory that you were assigned  
8 to to promote and detail Fentora as of May of 2008?

9 A. Yes.

10 Q. And we talked about that your area changed  
11 over time, but it always included that Cincinnati area;  
12 right?

13 A. Yes.

14 Q. You can set that aside. That's all we're  
15 doing with that. I just want to circle back before I  
16 forget. When we were -- remember we were talking  
17 earlier about in the situation that led to your  
18 separation from Cephalon where you stated that Dr.  
19 Akbik didn't give a Cephalon speaker program to Dr.  
20 Minhas and he didn't dispute that -- I'm sorry -- and  
21 he disputed that; right?

22 A. Correct.

23 Q. And that occurred around August of 2010?  
24 Is that consistent with your memory?

1           A.       I think so.

2           Q.       And you understood that one of the reasons  
3 why it was so important to establish whether or not Dr.  
4 Akbik actually gave that speaker program is because he  
5 was requesting payment for that program; right?

6                   MR. ROONEY: Object to form.

7                   MR. MAIER: Foundation.

8           A.       Repeat that.

9           Q.       (By Mr. Faes) You understood that one of  
10 the reasons why it was so important for the company to  
11 know or establish whether Dr. Akbik did or didn't give  
12 that presentation to Dr. Minhas in August of 2010 is  
13 because Dr. Akbik was requesting payment for that;  
14 right?

15          A.       Yes.

16                   MR. ROONEY: Same objection.

17                   MR. MAIER: Objection. Form, foundation.

18          Q.       (By Mr. Faes) And you understood why --  
19 strike that. You understood that one of the reasons  
20 why it was so important for you to get it right or make  
21 sure that what you said was accurate with regard to  
22 that was because if Dr. Akbik were to receive payment  
23 for a speaker program that he didn't actually do, that  
24 could be seen as a potential kickback to Dr. Akbik;

1 right?

2 MR. ROONEY: Object to form.

3 MR. MAIER: Objection. Form, foundation.

4 A. Repeat that.

5 Q. (By Mr. Faes) You understood that one of  
6 the reasons why it was so important that you made sure  
7 what you said was accurate with regard to whether or  
8 not Dr. Akbik gave that presentation was because you  
9 knew and understood at that time from your training at  
10 Cephalon that if Dr. Akbik were to receive payment for  
11 a speaker program that he didn't actually give, that  
12 could be seen as a potential kickback from the company  
13 to Dr. Akbik; right?

14 MR. ROONEY: Same objection.

15 MR. MAIER: Same objection.

16 A. I believe so.

17 Q. (By Mr. Faes) And you knew that that  
18 could be a potential violation of the law; right?

19 A. Correct.

20 Q. So it was important to you to make sure  
21 that what you said was accurate; right?

22 A. Correct.

23 MR. ROONEY: Object to form.

24 Q. (By Mr. Faes) Did you feel pressured by

1 anyone at Cephalon to change your statement regarding  
2 whether or not Dr. Akbik gave that presentation?

3 MR. ROONEY: Object to form.

4 MR. MAIER: Objection. Form.

5 A. Yes.

6 Q. (By Mr. Faes) Who did you feel pressured  
7 by?

8 A. My manager, Michael Morreale. Otherwise I  
9 would be fired.

10 Q. So essentially your understanding was that  
11 if you didn't change your statement that Dr. Akbik  
12 didn't give the presentation to Dr. Minhas in August of  
13 2010, that you would be fired?

14 MR. MAIER: Objection. Form, foundation.

15 A. Yes.

16 Q. (By Mr. Faes) And you in fact didn't  
17 change your statement; right?

18 A. Correct.

19 Q. Because you felt it was important to tell  
20 the truth; right?

21 A. Correct.

22 Q. So essentially, according to your  
23 understanding, you were fired for telling the truth;  
24 right?

1 A. Yes.

2 MR. MAIER: Objection. Form, foundation.

3 Q. (By Mr. Faes) I'm going to hand you --

4 [Exhibit Teva-Sippial-005

5 marked for identification.]

6 Q. I'm going to hand you what's been marked  
7 as Exhibit Number 5 to your deposition. And this is an  
8 e-mail string. It's dated 6-1 of 2011. Do you see  
9 that?

10 A. Yes.

11 Q. And I want to have you turn to the second  
12 page of this.

13 MR. FAES: This is 70, by the way. Yeah,  
14 he's got it.

15 Q. (By Mr. Faes) And if I can have you look  
16 at the second-to-last paragraph in the last sentence.  
17 It states that Laura was truthful in the investigation.  
18 To her knowledge, no CSP occurred and then she was  
19 fired for telling the truth. Do you see that?

20 A. Yes.

21 Q. Is that consistent with your understanding  
22 of --

23 A. Yes.

24 Q. Let me get the whole question out. Is

1     that consistent of your understanding of why you were  
2     separated from Cephalon in 2010?

3             A.     Yes.

4             MR. MAIER:  Objection.  Foundation.

5             Q.     (By Mr. Faes)  You can set that aside.  So  
6     I want to switch gears a little bit and just ask about  
7     the compensation and how you would have been  
8     compensated during your nine years at Cephalon; okay?

9             A.     Okay.

10            Q.     During your time as a sales representative  
11    for both Fentora and Actiq, you generally would have  
12    been paid a base salary plus a bonus; right?

13            A.     Correct.

14            Q.     And the bonus would generally be based on  
15    sales goals passed down by the company; right?

16            A.     Yes.

17            MR. MAIER:  Objection.  Form.

18            Q.     (By Mr. Faes)  And the bonus would be  
19    based on whether or not you met or exceeded those sales  
20    goals; right?

21            A.     Yes.

22            Q.     So your bonus at least -- it wasn't based  
23    on any, shall we say, educational goals set down by the  
24    company?  It was based on whether you met or exceeded

1 sales goals; right?

2 A. Correct.

3 MR. MAIER: Objection. Form.

4 Q. (By Mr. Faes) And those sales goals were  
5 passed on to you by whoever your superior was at the  
6 time; right?

7 A. Yes.

8 Q. And you really had no input onto those  
9 sales goals; right?

10 MR. ROONEY: Object to form.

11 A. Correct.

12 Q. (By Mr. Faes) And your -- it's true that  
13 your compensation or the bonus plan would have changed  
14 from year to year, but in general, your bonus could  
15 represent up to 30 percent of your income while your  
16 base salary could -- generally represented about 70  
17 percent of your income; right?

18 A. Yes.

19 MR. MAIER: Objection. Form.

20 Q. (By Mr. Faes) And you remember in some  
21 years your bonus -- and sometimes it was called a  
22 commission -- there were certain years where that was  
23 uncapped or unlimited; right?

24 A. Yes.

1 MR. MAIER: Objection. Form.

2 Q. (By Mr. Faes) And those were -- most of  
3 the years where it was uncapped or unlimited were the  
4 early years when you were promoting the Actiq product;  
5 right?

6 A. Correct.

7 MR. MAIER: Objection. Form.

8 Q. (By Mr. Faes) When -- do you recall when  
9 it changed that your bonus or your commission was  
10 uncapped?

11 A. I don't recall.

12 Q. So we talked a little bit about the  
13 indications for Actiq, which was the -- one of the  
14 first products you were responsible for detailing and  
15 promoting when you joined Cephalon in 2001, and you  
16 would agree with me that breakthrough pain without  
17 cancer was not indicated for Actiq at the time you  
18 joined Cephalon; right?

19 A. Correct.

20 Q. And in fact, during your entire time at  
21 Cephalon, it was never indicated for breakthrough pain  
22 without cancer; right?

23 A. Correct.

24 Q. And later when you switched to promoting

1 the Fentora product, it essentially had the same  
2 indication as Actiq; right?

3 MR. ROONEY: Object to form.

4 A. Correct.

5 Q. Which means it was only indicated for  
6 breakthrough pain with cancer; right?

7 A. Yes.

8 Q. So you would agree with me that marketing  
9 or promoting Actiq or Fentora for breakthrough pain  
10 without cancer would be off-label promotion; right?

11 MR. ROONEY: Object to form.

12 A. Yes.

13 Q. (By Mr. Faes) And you understood that --  
14 during your time at Cephalon that marketing Actiq or  
15 Fentora for noncancer pain would be illegal; right?

16 A. Yes.

17 Q. And the limited indication of the Actiq  
18 and Fentora was a challenge to your marketing efforts;  
19 right?

20 MR. ROONEY: Object to form.

21 MR. MAIER: Objection. Form.

22 A. Repeat that.

23 Q. (By Mr. Faes) The limited indication for  
24 the Actiq -- strike that. The limited indication for

1 the Actiq and Fentora, meaning it was only indicated  
2 for patients with cancer, was a challenge to your  
3 marketing efforts; right?

4 MR. ROONEY: Same objection.

5 MR. MAIER: Objection. Form.

6 A. No, not necessarily.

7 Q. (By Mr. Faes) Well, you can agree with me  
8 that if the Actiq or Fentora was indicated for  
9 noncancer patients as well as cancer patients, that  
10 indication would be less limited; right?

11 A. Correct.

12 MR. ROONEY: Objection. Form.

13 MR. MAIER: Objection. Form.

14 Q. (By Mr. Faes) And that means that if you  
15 have a less limited indication, that you can market or  
16 promote the products to a wider variety of doctors and  
17 patients; right?

18 MR. ROONEY: Object to form.

19 A. Yes.

20 MR. MAIER: Object to form.

21 Q. (By Mr. Faes) Let me reask it because I  
22 put patients in there. That means if you have a less  
23 limited indication, meaning one that also includes  
24 noncancer pain for Actiq or Fentora, you can promote

1 the products to a wider variety of doctors; right?

2 MR. ROONEY: Object to form.

3 MR. MAIER: Objection. Form.

4 A. Yes.

5 Q. (By Mr. Faes) Now, during your -- strike  
6 that. So I want to kind of go back to the beginning  
7 where you were trained on the Actiq product prior to  
8 going out into the field. At some point during your  
9 initial training with Cephalon, you would have become  
10 aware that -- would you have become aware that the  
11 Actiq product was subject to a risk minimization plan?

12 A. Yes.

13 Q. And you understood that that was required  
14 by the FDA or Food and Drug Administration as a  
15 condition of being able to sell Actiq in the United  
16 States?

17 A. Yes.

18 MR. MAIER: Objection.

19 Q. (By Mr. Faes) And one of your  
20 responsibilities as a sales representative for Actiq  
21 would have been to be familiar with that risk  
22 minimization plan; right?

23 A. Yes.

24 Q. And that would include what the goals and

1 objectives of the Actiq risk minimization plan was;  
2 right?

3 A. Yes.

4 Q. And that was something you were trained on  
5 by your superiors; right?

6 A. Yes.

7 Q. I'm going to hand you -- so he printed  
8 this whole thing and I've only got a short one because  
9 I'm only going to ask you about two pages of it. So  
10 I'm going to hand you what's been marked as Exhibit  
11 Number 6 to your deposition.

12 [Exhibit Teva-Sippial-006  
13 marked for identification.]

14 Q. And you can see this is -- this is  
15 actually from the FDA. It's the application approval  
16 package, and you see the trade name is Actiq. You see  
17 that on the front?

18 A. Yes. Yes.

19 Q. And if you can turn to the -- I think it's  
20 the fourth page in. It's a letter from the FDA dated  
21 March 26th of 1999. And this is a letter from the FDA,  
22 and you see at the top it references the supplemental  
23 new drug application dated February 10th of 1999, and  
24 if you look at the third paragraph from the bottom it

1 states for future reference, revisions to the RMP or  
2 risk management plan must be submitted as a supplement  
3 that requires our prior approval. Do you see that?

4 A. Yes.

5 Q. And this is from the FDA; right?

6 A. Yes.

7 Q. And this is essentially the FDA letting  
8 Cephalon know that if they make changes to the risk  
9 management plan, that it has to be approved by the FDA;  
10 right?

11 A. Yes.

12 MR. MAIER: Objection. Form.

13 Q. (By Mr. Faes) And if you turn to Page 15  
14 of this document. And to orient you --

15 MR. ROONEY: The screen.

16 Q. (By Mr. Faes) -- the top part of it says  
17 target audience. And it states that the target  
18 audience -- the target audience for Actiq is a group of  
19 approximately 5,000 oncologists, pain specialists,  
20 their nurses, and office staff. These physicians are  
21 already using Class II opioids to treat cancer pain,  
22 are generally knowledgeable about breakthrough cancer  
23 pain, and should understand the appropriate use of  
24 Actiq for opioid-tolerant cancer patients. Do you see

1     that?

2             A.     Yes.

3             Q.     When became a sales representative for  
4     Actiq, did you have an understanding and were you  
5     trained that as part of the risk map or risk  
6     minimization plan that the target audience for Actiq  
7     was a group of approximately 5,000 oncologists and pain  
8     specialists, their nurses and office staff?

9             MR. ROONEY:   Object to form.

10            MR. MAIER:   Objection.   Form.

11            A.     No, I didn't.

12            Q.     (By Mr. Faes)   So that's not something  
13     that your superiors at Cephalon ever shared with you or  
14     trained you on; correct?

15            MR. MAIER:   Objection.   Form.

16            A.     Not that I remember, no.

17            Q.     (By Mr. Faes)   Did they ever share with  
18     you that according to the risk map that the target  
19     physician audience for Actiq was oncologists and pain  
20     specialists and also their nurses and office staff?

21            A.     Yes.

22            MR. MAIER:   Objection.   Form.

23            A.     You can set that aside.

24            Q.     (By Mr. Faes)   I'm going to hand you

1     what's been marked as Exhibit Number 7 to your  
2     deposition.

3                     [Exhibit Teva-Sippial-007  
4                     marked for identification.]

5             Q.     And you see this is a document titled risk  
6     minimization program, and the date is August 1st of  
7     2001. Do you see that?

8                     MR. ROONEY: Risk management?

9                     MR. FAES: Yes. Isn't that what I said,  
10    risk management program?

11                    MR. ROONEY: You said risk minimization.

12             Q.     (By Mr. Faes) So you see, this is a  
13    document entitled August 1st, 2001, and the title is  
14    risk management program. Do you see that?

15             A.     Yes.

16             Q.     And if you can turn to Page 5 of this  
17    document, and the numbers are in the upper right-hand  
18    corner. And this states under introduction that the  
19    Actiq risk management plan, RMP, has been designed to  
20    address three key potential risk situations. And  
21    Number 2 is improper patient selection. Do you see  
22    that?

23             A.     Yes.

24             Q.     Were you trained that one of the three

1 main goals of the Actiq risk minimization plan was to  
2 prevent improper patient selection?

3 MR. ROONEY: Object to form.

4 A. Yes.

5 MR. MAIER: Objection. Form.

6 Q. (By Mr. Faes) And if you turn to the  
7 following page of this document, you see there's a  
8 section entitled proper patient selection messages. Do  
9 you see that?

10 A. Yes.

11 Q. And you see that on the third item down,  
12 that a proper patient selection is that Actiq is  
13 specifically contraindicated for use in opioid  
14 non-tolerant patients. Do you see that?

15 A. Yes.

16 Q. And that was something that you were  
17 trained on; right?

18 A. Yes.

19 Q. And that was something that you were  
20 trained to detail doctors on with regard to Actiq;  
21 right?

22 A. Yes.

23 Q. And it's also true that Actiq is  
24 specifically contraindicated for use in acute

1 postoperative pain; right?

2 MR. ROONEY: Object to form.

3 A. Yes.

4 Q. (By Mr. Faes) And that's something that  
5 you were trained on; right?

6 A. Yes.

7 Q. And that's something that you told doctors  
8 or detailed them on when you were promoting or  
9 detailing Actiq; right?

10 A. Yes.

11 Q. And the last one is Actiq is specifically  
12 indicated solely for treatment of breakthrough cancer  
13 pain in chronic opioid-tolerant cancer patients. Do  
14 you see that?

15 A. Yes.

16 Q. Is that something that you were trained  
17 on, that Actiq is specifically indicated solely for the  
18 treatment of breakthrough cancer pain?

19 A. Yes.

20 Q. And is that something that you were  
21 trained to communicate to doctors when you were  
22 detailing or promoting Actiq, that it was solely for  
23 breakthrough cancer pain?

24 A. Yes.

1 Q. And you understood that this was a key  
2 component of the risk management program which was  
3 required by the FDA?

4 MR. ROONEY: Object to form.

5 A. Yes.

6 Q. (By Mr. Faes) And you understood that  
7 this component and this plan were required by the FDA  
8 as a condition of being able to have Actiq on the  
9 market?

10 MR. ROONEY: Object to form.

11 A. Yes.

12 MR. MAIER: Objection. Form, foundation.

13 Q. (By Mr. Faes) If you can turn to Page 11  
14 of this document. And if you look at the bottom there,  
15 it states that -- again, that Actiq is intended to be  
16 used only in the care of cancer patients and only by  
17 oncologists and pain specialists who are knowledgeable  
18 of and skilled in the use of Schedule II opioids to  
19 treat cancer pain. Do you see that?

20 A. Yes.

21 Q. And is that something that you were  
22 trained on by Cephalon?

23 A. Yes.

24 Q. And is that something that you were told

1     that you were to communicate when you were calling on  
2     doctors while promoting Actiq out in the field?

3             A.     Yes.

4             MR. MAIER:  Objection --

5             Q.     (By Mr. Faes)  So you understood during  
6     your time at Cephalon that Actiq was only intended to  
7     be used by oncologists and pain specialists, according  
8     to the risk minimization plan or risk management  
9     program for Actiq; right?

10            MR. ROONEY:  Object to form.

11            MR. MAIER:  Object to form, foundation.

12            A.     Yes.

13            Q.     (By Mr. Faes)  You can set that aside.  
14     Now, you understood that every year or so Cephalon  
15     would come out with marketing plans -- yearly marketing  
16     plans for the Actiq product and later for the Fentora  
17     product; right?

18            A.     Yes.

19            Q.     And those marketing plans were put  
20     together by the marketing department; right?

21            A.     Yes.

22            Q.     They weren't --

23            MR. MAIER:  Objection.  Foundation.

24            Q.     (By Mr. Faes)  They weren't put together

1 by you?

2 A. No.

3 Q. But those yearly market plans contain  
4 strategies and tactics for successfully promoting and  
5 selling both the Actiq product and later the Fentora  
6 product; right?

7 MR. ROONEY: Object to form.

8 A. Yes.

9 MR. MAIER: Objection. Form, foundation.

10 Q. (By Mr. Faes) And those plans were  
11 national marketing plans, meaning they were intended to  
12 contain sales strategies to be used all over the United  
13 States for Actiq and Fentora; right?

14 A. Yes.

15 MR. ROONEY: Object to form.

16 MR. MAIER: Objection.

17 Q. (By Mr. Faes) And that would include the  
18 territory you were responsible, which inclu -- strike  
19 that. And that would include the territory that you  
20 were responsible for, which at all times include  
21 Cincinnati and parts of Ohio; right?

22 A. Yes.

23 Q. And as a sales representative responsible  
24 for promoting and selling Actiq and later Fentora,

1     those plans would have been shared with you; right?

2             A.     Yes.

3             MR. MAIER:  Objection.  Form, foundation.

4             Q.     (By Mr. Faes)  And that's because as a  
5     sales representative you were the person in the  
6     trenches, so to speak; right?

7             MR. ROONEY:  Object to form.

8             A.     Yes.

9             Q.     (By Mr. Faes)  Meaning you were the person  
10    responsible for carrying out various aspects of those  
11    marketing plans in the field; right?

12            MR. ROONEY:  Object to form.

13            A.     Yes.

14            MR. MAIER:  Object to form.

15            Q.     (By Mr. Faes)  With doctors; right?

16            A.     Yes.

17            Q.     You were the face of the company going out  
18    and using the strategies in these marketing plans to  
19    meet face-to-face with doctors; right?

20            MR. ROONEY:  Object to form.

21            MR. MAIER:  Objection.  Form.

22            A.     Yes.

23            Q.     (By Mr. Faes)  And you -- do you recall  
24    that many of these early marketing plans for Actiq at

1 last (ph) had a bell on the cover?

2 A. Yes.

3 Q. And the bell kind of became a symbol  
4 within the company for Actiq; right?

5 MR. ROONEY: Object to form.

6 MR. MAIER: Objection. Form.

7 A. Yes.

8 Q. (By Mr. Faes) And that was essentially  
9 kind of a symbol for -- it's a little desk bell, ring  
10 the bell, get relief; right?

11 MR. ROONEY: Object to form.

12 MR. MAIER: Objection. Form.

13 A. I believe so.

14 Q. (By Mr. Faes) And that was one of the key  
15 attributes of the Actiq that you were selling, was that  
16 it was a rapid onset of relief; right?

17 A. Right.

18 MR. ROONEY: Object to form.

19 Q. (By Mr. Faes) Kind of like ringing a bell  
20 and getting fast relief; right?

21 A. Correct.

22 MR. MAIER: Object to form.

23 MR. ROONEY: Objection.

24 Q. (By Mr. Faes) I know these look huge, but

1 we're only talking about like two pages in each of  
2 them. The defense counsel usually squawks if I don't  
3 mark the whole document and he's not even here, so --  
4 counsel for Teva. I'm going to hand you what's been  
5 marked as Exhibit Number 8 to your deposition.

6 [Exhibit Teva-Sippial-008  
7 marked for identification.]

8 Q. And this is a document entitled Actiq  
9 master plan. Do you see that?

10 A. Yes.

11 Q. And it's dated November 16th of 2000. Do  
12 you see that?

13 A. Yes.

14 Q. So that's about a month or two before you  
15 joined the company; right?

16 A. Yes.

17 Q. So this might have even been something  
18 that was shared with you or went over with you during  
19 your initial training with the company; right?

20 MR. ROONEY: Object to form.

21 A. Maybe.

22 Q. (By Mr. Faes) If you can turn --

23 MR. ROONEY: Don't guess.

24 A. Okay.

1           Q.       (By Mr. Faes) Turn to Page 2 of this  
2 document, which I think is -- oh. Yeah. Which I think  
3 is the fourth page -- fourth page in. And do you see  
4 under Number 4 it states that feedback from the field  
5 indicates that oncologists simply aren't treating as  
6 many people -- strike that. Paragraph 4 states that  
7 feedback from the field indicates that oncologists  
8 simply aren't treating that many people for  
9 breakthrough cancer pain. Do you see that?

10           A.       Yes.

11           Q.       And is that something that was  
12 communicated to you early on when you were promoting  
13 and selling Actiq, that oncologists simply didn't treat  
14 breakthrough cancer pain that much?

15                   MR. ROONEY: Object to form.

16                   MR. MAIER: Objection. Form.

17           A.       Yes.

18           Q.       (By Mr. Faes) And you understood that  
19 because of that, that was one of the reasons why you  
20 also called on pain specialists; right?

21                   MR. ROONEY: Object to form.

22           A.       Yes.

23           Q.       (By Mr. Faes) And you knew that sometimes  
24 oncologists would even refer their patients to a pain

1 specialist; right?

2 A. Yes. Often.

3 Q. And you would also ultimately call on  
4 other types of physicians other than oncologists and  
5 pain specialists as well; right?

6 A. Repeat that question.

7 Q. And you would call on physicians with  
8 other types of specialties other than just oncologists  
9 and pain specialists; right?

10 MR. MAIER: Object to form.

11 A. Yes.

12 Q. (By Mr. Faes) You might, for example,  
13 call on primary care providers; right?

14 A. No, not primary care.

15 Q. So you don't remember ever having --

16 A. I don't --

17 Q. -- a primary care doctor as one of your  
18 even top targets for Actiq or Fentora?

19 MR. MAIER: Object to form.

20 A. Maybe.

21 MR. ROONEY: Don't guess.

22 A. Okay. I'm not sure.

23 Q. (By Mr. Faes) So I'm not sure I got an  
24 answer, so let me ask it. Is it true that you would

1 occasionally call on -- strike that. Is it true that  
2 you would sometimes call on doctors with specialties  
3 other than oncology or pain specialists for Actiq and  
4 Fentora?

5 MR. ROONEY: Object to form.

6 A. Yes.

7 Q. (By Mr. Faes) And the company knew that  
8 you were doing that; right?

9 MR. ROONEY: Object to form.

10 A. Yes.

11 Q. (By Mr. Faes) And nobody ever expressed  
12 any kind of concern to you that calling on doctors who  
13 weren't oncologists or pain specialists was  
14 inconsistent with the risk minimization plan; right?

15 MR. ROONEY: Object to form.

16 MR. MAIER: Object to form.

17 A. Repeat that.

18 Q. (By Mr. Faes) Nobody at Cephalon -- none  
19 of your superiors ever came to you or told you that  
20 they had any concerns with you calling on doctors for  
21 Actiq who weren't pain specialists or oncologists;  
22 right?

23 MR. ROONEY: Same objection.

24 MR. MAIER: Object to form.

1           A.       There were physicians with subspecialties  
2   that we called on.

3                   MR. ROONEY:   Look at the question he  
4   asked.

5           A.       Okay.

6                   MR. ROONEY:   Just answer the question.

7           A.       No.

8           Q.       (By Mr. Faes)   So if you look back on  
9   Exhibit Number 2, if you look down on Paragraph 5, it  
10   states that among those physicians who are prescribing  
11   Actiq, activity is skewing increasingly towards  
12   non-oncologists.   Units written by oncologists  
13   represent just 16 percent of total usage with 48  
14   percent coming from pain management specialists.   Do  
15   you see that?

16          A.       Yes.

17          Q.       And that was something that you were  
18   trained on and had an understanding early on when you  
19   began promoting Actiq; right?

20                   MR. ROONEY:   Object to form.

21                   MR. MAIER:   Objection.   Form.

22          A.       Not early on.

23          Q.       (By Mr. Faes)   But eventually you had that  
24   understanding?

1 A. Yes.

2 Q. When did you come to have that  
3 understanding?

4 A. Maybe a couple years into working for --  
5 MR. ROONEY: Don't guess.

6 A. Okay. Two years.

7 Q. (By Mr. Faes) So to the best of your  
8 recollection, within a couple years of working for  
9 Cephalon, you started to have an understanding that  
10 among physicians who were prescribing Actiq, activity  
11 was skewing increasingly towards the non-oncologist;  
12 right?

13 A. Yes.

14 Q. And an oncologist is essentially a cancer  
15 specialist; right?

16 A. Correct.

17 Q. And if you look on Number 6, it states  
18 that we believe the pain management specialist is  
19 likely to be a more aggressive writer and rapid adopter  
20 of Actiq; right?

21 A. Yes.

22 Q. Is that something that you were trained on  
23 during your initial training and on-boarding with  
24 Cephalon?

1 A. Yes.

2 MR. MAIER: Objection. Form.

3 Q. (By Mr. Faes) And you see it states on --  
4 strike that. And you would have used that as part of  
5 your base of knowledge to decide on -- what doctors to  
6 look at for potential targets to promote or detail  
7 Actiq; right?

8 MR. ROONEY: Object to form.

9 MR. MAIER: Objection. Form.

10 A. As long as they treat cancer pain.

11 Q. (By Mr. Faes) Did you ever have an  
12 occasion to call on a doctor for Actiq who wasn't  
13 treating cancer pain?

14 A. No.

15 Q. Did you ever have occasion to call on  
16 doctors who told you that they were using Actiq for  
17 indications such as migraines or back pain?

18 MR. ROONEY: Object to form.

19 MR. MAIER: Objection. Form.

20 A. No.

21 Q. (By Mr. Faes) If you look further on down  
22 on Page 6, it states in addition, from a business  
23 perspective, those physicians tend to have patients who  
24 are more likely to be truly chronic with many years of

1 potential usage of the product, either for breakthrough  
2 pain or more generally other chronic pain conditions.

3 Do you see that?

4 A. Yes.

5 Q. Is that something that you were trained  
6 on, is that from a business perspective, pain  
7 management specialists were more likely to treat  
8 patients with other chronic pain conditions?

9 MR. MAIER: Object to form.

10 A. Yes.

11 Q. (By Mr. Faes) And that was information  
12 that you were trained on and used in the field while  
13 promoting Actiq; right?

14 MR. MAIER: Object to form.

15 A. To have the knowledge that they may treat.

16 Q. (By Mr. Faes) If you look on Page 3 of  
17 this document under strategic recommendations -- moving  
18 to Page 3. Under strategic recommendations, do you see  
19 it states based on our experience to date with Actiq we  
20 believe it can continue to grow aggressively into 2001  
21 and beyond by expanding the target physician and  
22 patient population to allow penetration of the broad  
23 chronic pain market. This should be the driver of  
24 activities associated with Actiq in 2001. Marketing,

1 clinical, regulatory, and operations. Do you see that?

2 A. Yes.

3 Q. Is that something what you were trained on  
4 when you were on-boarded with Cephalon in 2001, that  
5 Cephalon wanted to expand the target physician and  
6 patient population, allowing penetration into the broad  
7 chronic pain market?

8 MR. ROONEY: Object to form.

9 A. No.

10 MR. MAIER: Objection. Form.

11 Q. (By Mr. Faes) And the broad chronic pain  
12 market would include things like using Actiq for  
13 noncancer pain; right?

14 MR. ROONEY: Object to form.

15 MR. MAIER: Objection. Form, foundation.

16 A. We were never told that.

17 Q. (By Mr. Faes) Right. My question isn't  
18 whether you were told that. My question is did you  
19 have an understanding that the broad chronic pain  
20 market would include things like using Actiq for  
21 noncancer pain?

22 A. Yes.

23 MR. ROONEY: Object to form.

24 Q. (By Mr. Faes) And that might include

1 things like using Actiq for migraines or back pain?

2 MR. ROONEY: Object to form.

3 A. Yes.

4 Q. (By Mr. Faes) And --

5 MR. MAIER: Same objection.

6 Q. (By Mr. Faes) Did you have an  
7 understanding when you went into the field in 2001 that  
8 marketing Actiq for those kinds of things would be  
9 inappropriate?

10 A. Yes.

11 Q. And did you have an understanding that  
12 if -- according to the risk minimization plan, that if  
13 you had a doctor that was prescribing Actiq for those  
14 indications, meaning off-label use for noncancer pain,  
15 that that was to be discouraged?

16 MR. ROONEY: Object to form.

17 A. Yes.

18 MR. MAIER: Objection. Form, foundation.

19 Q. (By Mr. Faes) If you look down on the  
20 last bullet point -- second-to-last bullet point on  
21 this page states as part of the 2000 master plan,  
22 marketing plan for Actiq to bring existing clinical  
23 programs to fruition and expand them to support  
24 broadened product usage. Do you see that?

1 A. Yes.

2 MR. MAIER: Object to form.

3 Q. (By Mr. Faes) And it states that --  
4 further down to invest in clinical program to broaden  
5 the clinical database into nonmalignant chronic pain  
6 states. Do you see that?

7 A. Yes.

8 Q. Did you understand when you joined  
9 Cephalon and started promoting Actiq in 2001 that that  
10 was -- part of Cephalon's strategy was to invest in  
11 clinical studies to study Actiq outside of its  
12 indicated use for cancer pain?

13 MR. ROONEY: Object to form.

14 A. No.

15 MR. MAIER: Objection. Form, foundation.

16 Q. (By Mr. Faes) So you didn't have an  
17 understanding that there would be -- well, strike that.  
18 If you look further down, it states these will be  
19 mostly IND studies. We envision trials and  
20 breakthrough pain as more as chronic general pain, and  
21 then it states publish and use these data in the  
22 short-term for use in peer-to-peer environment under  
23 the WLF. Do you see that?

24 A. Yes.

1 Q. And you remember -- do you remember the  
2 WLF or Washington Legal Foundation reprints that were  
3 available to you as a sales representative?

4 A. Vaguely.

5 MR. MAIER: Objection. Foundation.

6 Q. (By Mr. Faes) And the WLF or Washington  
7 Legal Foundation reprints were reprints that typically  
8 discussed the use of Actiq and later Fentora in  
9 applications outside its approved indication for  
10 noncancer pain; right?

11 MR. ROONEY: Object to form.

12 MR. MAIER: Objection. Form, foundation.

13 A. I don't remember.

14 Q. (By Mr. Faes) Okay. Well, we'll look at  
15 some of those documents later, but did you have an  
16 understanding at that time that that was part of the  
17 company's strategy, was to publish studies from  
18 clinical programs under the Washington Legal Foundation  
19 and make them available to patients?

20 MR. ROONEY: Object to form.

21 MR. MAIER: Objection. Form, foundation.

22 A. No.

23 Q. (By Mr. Faes) Strike that. Did you have  
24 an under -- might be the same question, but I got one

1 of the words wrong. Did you have an understanding when  
2 you joined Cephalon in 2001 and were promoting Actiq  
3 that it was part of the company's strategy to publish  
4 studies from clinical programs under the Washington  
5 Legal Foundation and make them available to doctors?

6 MR. MAIER: Objection. Form, foundation.

7 A. I think so.

8 Q. (By Mr. Faes) And you see it says they're  
9 going to publish that data for use in peer-to-peer  
10 environments; right?

11 MR. ROONEY: Object to form.

12 A. Yes.

13 Q. (By Mr. Faes) And peer-to-peer  
14 environments might include the medical education  
15 programs or Cephalon speaker programs that we discussed  
16 earlier; right?

17 A. Yes.

18 MR. MAIER: Objection. Form, foundation.

19 Q. (By Mr. Faes) You can set that document  
20 aside. I'm going to hand you what's been marked as  
21 Exhibit Number 9 to your deposition.

22 [Exhibit Teva-Sippial-009

23 marked for identification.]

24 Q. And this is a document entitled 2003 Actiq

1 marketing plan. And you see that the cover of this has  
2 the little Actiq stick on the cover and it has the bell  
3 that we talked about that became kind of a marketing  
4 symbol for Actiq for the company; right?

5 MR. ROONEY: Object to form.

6 A. Yes.

7 MR. MAIER: Objection. Form.

8 Q. (By Mr. Faes) And if you turn to Page 2  
9 of this document, it states that Cephalon experienced  
10 another extraordinary successful year with Actiq in  
11 2002. This achievement can be attributed primarily to  
12 focused and integrated marketing and sales effort,  
13 which built upon the successful repositioning of Actiq  
14 in 2001. Do you see that?

15 A. Yes.

16 Q. So this would be -- you had been at the  
17 company a little -- just about two years at this point,  
18 right, in 2003?

19 A. Oh, in 2003. Yes.

20 Q. So all of 2001 and 2002; right?

21 A. Yes.

22 Q. And is this consistent with your memory  
23 that Actiq had an extraordinarily successful year in  
24 2002?

1 MR. ROONEY: Object to form.

2 MR. MAIER: Objection to form.

3 A. I don't remember that, but if it's on  
4 here --

5 Q. (By Mr. Faes) And that was -- that would  
6 have been attributed to the marketing and sales efforts  
7 from folks like yourself; right?

8 MR. ROONEY: Object to form.

9 MR. MAIER: Objection. Form.

10 A. Yes.

11 Q. (By Mr. Faes) Did you ever feel like  
12 sales of Actiq were exploding at this time because so  
13 many physicians were writing Actiq off-label?

14 MR. ROONEY: Object to form.

15 A. No.

16 MR. MAIER: Objection. Form, foundation.

17 Q. (By Mr. Faes) If you turn to Page 4 of  
18 this document. You see under the center of this it  
19 states 2002 promotional strategy by key marketing  
20 issue, and you see that one of the strategies on the  
21 second one down is to educate targeted physician  
22 specialties about the benefits of treating breakthrough  
23 pain, BTP, with Actiq. Do you see that?

24 A. Yes.

1           Q.     Do you remember that that -- well, strike  
2     that.  Is that one of the things -- one of the  
3     strategies that you would have used in 2002 in order to  
4     make Actiq such a successful product during that time  
5     period?

6                     MR. ROONEY:  Object to form.

7                     MR. MAIER:  Objection.  Form.

8           A.     Breakthrough cancer pain.

9           Q.     (By Mr. Faes)  So it's your testimony that  
10    you would only educate targeted physician specialties  
11    about the benefits of assessing and treating  
12    breakthrough cancer pain, not breakthrough pain, as it  
13    states here?

14          A.     Correct.

15                     MR. ROONEY:  Object to form.

16          Q.     (By Mr. Faes)  So you believe it would be  
17    inappropriate to educate physicians about treating just  
18    breakthrough pain with Actiq; right?

19                     MR. ROONEY:  Object to form.

20          A.     Correct.

21                     MR. MAIER:  Objection.  Form.

22          Q.     (By Mr. Faes)  And to the best of your  
23    recollection, you never would have done that; right?

24          A.     No.

1 Q. And if you see under issue on the second  
2 bottom, one strategy is to increase awareness of  
3 breakthrough pain among targeted pain populations and  
4 empower patients to discuss their pain openly with  
5 physicians. Do you see that?

6 A. Yes.

7 Q. Is that one of the strategies that you  
8 would have used in promoting Actiq at this time?

9 MR. MAIER: Objection. Form.

10 Q. (By Mr. Faes) In 2002.

11 A. Once again, breakthrough cancer pain.

12 Q. And the last strategy you see states to  
13 direct the most effective promotional and educational  
14 efforts to the highest potential targeted physicians,  
15 maximum -- maximize ROI of promotional and educational  
16 efforts. Do you see that?

17 A. Yes.

18 Q. And ROI refers to return on investment;  
19 right?

20 A. Correct.

21 Q. And that's referring to the fact that  
22 these Cephalon speaker programs, which are referred to  
23 in here as educational efforts -- they usually cost a  
24 good deal of money; right?

1 MR. ROONEY: Object to form.

2 MR. MAIER: Objection. Form, foundation.

3 A. Repeat that.

4 Q. (By Mr. Faes) That's referring to the  
5 fact -- one of the components of the educational  
6 programs, meaning the Cephalon speaker programs or the  
7 medical education programs, is they cost a good deal of  
8 money because you're having to pay a physician for his  
9 time to give these talks; right?

10 A. Correct.

11 MR. ROONEY: Same objection.

12 MR. MAIER: Objection.

13 Q. (By Mr. Faes) And the ROI that this is  
14 talking about is return on investment. Because of the  
15 amount of money that you're spending on these you want  
16 to see a return on that investment; right?

17 MR. ROONEY: Object to form.

18 A. Yes.

19 MR. MAIER: Objection.

20 Q. (By Mr. Faes) And return on investment  
21 means that once you hire a doctor to go out and speak  
22 to other doctors about Actiq or Fentora, you do so in  
23 the hopes that the doctor -- doctors that the speaker  
24 presents to are going to ultimately write prescriptions

1 for that product; right?

2 MR. ROONEY: Object to form.

3 A. Correct.

4 MR. MAIER: Objection. Form.

5 Q. (By Mr. Faes) And that's the return on  
6 investment that you get, is the sales from the  
7 prescriptions that these doctors who are spoken to  
8 write; correct?

9 MR. ROONEY: Object to form.

10 A. Yes.

11 MR. MAIER: Object to form.

12 A. May I take a break?

13 Q. (By Mr. Faes) Sure.

14 THE VIDEOGRAPHER: We are going off the  
15 record at 12:17 PM.

16 [A brief recess was taken.]

17 THE VIDEOGRAPHER: We are back on the  
18 record at 12:30 PM.

19 Q. (By Mr. Faes) Ms. Sippial, we're back on  
20 the record after a short break. Are you ready to  
21 proceed?

22 A. Yes.

23 Q. Before we took a break we were talking  
24 about the Actiq 2003 marketing plan. Do you remember

1     that?

2             A.     Yes.

3             Q.     And you still have that document in front  
4     of you?

5             A.     I do.

6             Q.     If you can go to Page 14 of that document.  
7     The Bates is ending in 2896. And when I say the Bates,  
8     that's this TEVA\_CHI thing. Sometimes it's easier to  
9     find it that way, and 14 is the little number up above  
10    it.

11                    So if you start on the bottom of this  
12    page -- and we're going to go to the second. See, it  
13    states according to this 2003 Actiq marketing plan,  
14    participating pain specialists cited Actiq usage in the  
15    following disease states, illustrating a wide spectrum  
16    of application and opportunity. And if you turn to the  
17    following page there's a chart, and it's titled usage  
18    of Actiq cited by pain specialists. Do you see that?

19             A.     Yes.

20             Q.     And do you see that it's got percentage of  
21    MDs who have Rx or prescribed Actiq for -- and there's  
22    a variety of disease states. Do you see that?

23             A.     Yes.

24             Q.     And you see that according to this 2003

1 company Actiq marketing plan, 48 percent of MDs at this  
2 time have prescribed Actiq for lower back pain. Do you  
3 see that?

4 A. Yes.

5 MR. MAIER: Object --

6 Q. (By Mr. Faes) 20 percent have prescribed  
7 Actiq for osteoarthritis. Do you see that?

8 A. Yes.

9 MR. MAIER: Objection.

10 Q. (By Mr. Faes) 24 percent have prescribed  
11 for post-trauma.

12 MR. MAIER: Same objection.

13 Q. (By Mr. Faes) Do you see that?

14 A. Yes.

15 Q. 16 percent for diabetic neuropathy?

16 MR. MAIER: Same objection.

17 A. Yes.

18 Q. (By Mr. Faes) 12 percent for rheumatoid  
19 arthritis?

20 MR. MAIER: Same objection.

21 A. Yes.

22 Q. (By Mr. Faes) And 24 percent other type  
23 of headache. Do you see that?

24 A. Yes.

1 MR. MAIER: Same objection.

2 Q. (By Mr. Faes) And you'd agree with me  
3 that all of the ones -- these uses that I just went  
4 over you -- would be off-label uses for Actiq; right?

5 MR. ROONEY: Object to form.

6 A. Yes.

7 Q. (By Mr. Faes) And according to this 2003  
8 marketing plan, at this time the company is aware that  
9 there are doctors out there using Actiq for all of  
10 these disease states; right?

11 A. Can you repeat that?

12 MR. MAIER: Object to form.

13 Q. (By Mr. Faes) And according to this 2003  
14 marketing -- Actiq marketing plan, at this time the  
15 company is aware that there are doctors out there using  
16 Actiq for all these disease states; right?

17 A. Yes.

18 MR. ROONEY: Object to form.

19 MR. MAIER: Objection. Form.

20 Q. (By Mr. Faes) And is that consistent with  
21 your memory that the company was aware that doctors  
22 were using Actiq for these disease states at this time?

23 MR. MAIER: Object to form.

24 A. Not to my memory.

1           Q.     (By Mr. Faes) Is it consistent with your  
2     memory that by 2003 you were aware that at least some  
3     of your doctors were using Actiq for lower back?

4           MR. ROONEY: Object to form.

5           A.     No.

6           MR. MAIER: Object to form.

7           A.     Not to my --

8           Q.     (By Mr. Faes) Is it consistent with your  
9     memory that in 2003 you were aware that some of your  
10    doctors were using Actiq for headaches?

11          MR. ROONEY: Object to form.

12          A.     Not to my memory.

13          Q.     (By Mr. Faes) If you can turn to Page 38  
14    of this marketing plan -- and the Bates number is  
15    ending in 2920. You see under limited clinical data  
16    and publications, it states that developing efficacy  
17    data outside breakthrough cancer pain -- e.g., OARA  
18    chronic back pain, CRPS -- highlights the need for  
19    rapid pain relief as well as producing pharmacoeconomic  
20    benefit data will be crucial in growing the use of  
21    Actiq as well as overcoming current and future  
22    reimbursement hurdles. Do you see that that?

23          MR. ROONEY: We just had it pulled up just  
24    now.

1 A. Let me reread that. I see it.

2 Q. (By Mr. Faes) So this is a company  
3 strategy that would have been communicated to you as a  
4 sales representative at this time in 2003; right?

5 MR. ROONEY: Object to form.

6 MR. MAIER: Objection. Form, foundation.

7 A. I think. I guess.

8 MR. ROONEY: Don't guess.

9 A. I know.

10 Q. (By Mr. Faes) Do you have any reason as  
11 you sit here today to believe that this information in  
12 this 2003 Actiq marketing plan wasn't communicated to  
13 you as a sales representative responsible for promoting  
14 Actiq -- Actiq in the field at this time?

15 A. No, I don't have any reason.

16 Q. You can set that aside. And I'm going to  
17 hand you what's been marked as Exhibit Number 10 to  
18 your deposition.

19 [Exhibit Teva-Sippial-010

20 marked for identification.]

21 Q. And this is a document titled 2005 Actiq  
22 marketing plan, and for the -- yeah, that's right. And  
23 in 2005 you still would have been responsible for  
24 detailing and promoting Actiq; right?

1 A. Yes.

2 Q. And this is a marketing plan from that  
3 time period that would have been shared with you as a  
4 representative; right?

5 A. Yes.

6 MR. MAIER: Objection. Form, foundation.

7 Q. (By Mr. Faes) And if you go to Page 25 of  
8 this document, it states that based on physician  
9 reporting, 90 percent of Actiq use is for breakthrough  
10 pain outside of cancer, with the majority of use, 55  
11 percent of total, being for chronic back pain.

12 This broad use of Actiq suggests there are  
13 many prescribers who understand or are experienced with  
14 prescribing fentanyl, treat the pain pathophysiology,  
15 not the disease state or etiology, understand the  
16 benefits of Actiq -- the benefits Actiq affords their  
17 patients, and are comfortable utilizing it beyond its  
18 labeled indication. Do you see that?

19 A. Yes.

20 Q. So this is information that would have  
21 been shared with you by the company, that in 2005,  
22 based on physician reporting, 90 percent of Actiq use  
23 across the country was for breakthrough pain outside of  
24 cancer; right?

1 MR. ROONEY: Object to form.

2 MR. MAIER: Objection. Form, foundation.

3 A. That's what it's saying, yes.

4 Q. (By Mr. Faes) And 55 percent of that  
5 total is for chronic back pain; right?

6 MR. ROONEY: Same objection.

7 A. That's what it states.

8 Q. (By Mr. Faes) And that would have been  
9 information that you would have received from the  
10 company at that time; right?

11 MR. MAIER: Objection. Form.

12 MR. ROONEY: Objection.

13 A. I don't know.

14 Q. (By Mr. Faes) If you can turn to the  
15 following page of this document. Do you have any  
16 reason to believe that you weren't given this  
17 information by the company at this time?

18 MR. MAIER: Objection.

19 MR. ROONEY: Object to form.

20 A. Repeat that.

21 Q. (By Mr. Faes) Do you have any reason to  
22 believe that you wouldn't have received this  
23 information about off-label use of Actiq at this time  
24 in 2005?

1 MR. ROONEY: Same objection.

2 MR. MAIER: Objection. Form.

3 A. No.

4 Q. (By Mr. Faes) If you turn to the  
5 following page of this document. It states that while  
6 Actiq trials showed its efficacy in rapid onset action  
7 for breakthrough cancer pain in cancer patient  
8 populations, physicians who treat pain most often  
9 consider cancer pain no different than noncancer pain  
10 and treat it the same regardless of etiology. Do you  
11 see that?

12 A. Yes.

13 Q. Is that true based on your experience  
14 detailing the Actiq product?

15 MR. ROONEY: Objection. Form.

16 MR. MAIER: Objection. Form.

17 A. Yes.

18 Q. (By Mr. Faes) And you would even -- as a  
19 sales representative for Actiq, there was a saying that  
20 was sometimes used within the company that pain is  
21 pain; right?

22 MR. ROONEY: Object to form.

23 MR. MAIER: Form.

24 A. I don't remember.

1 Q. (By Mr. Faes) You can set that document  
2 aside. During your time at Cephalon, did you ever feel  
3 pressured by management or anyone at the company to  
4 expand the market for Actiq or Fentora in order to meet  
5 your sales goals?

6 MR. ROONEY: Object to form.

7 MR. MAIER: Objection. Form.

8 A. No.

9 Q. (By Mr. Faes) When you were a sales rep  
10 when you were at Cephalon, did any of your fellow sales  
11 representatives ever express to you that they felt  
12 pressured to expand the market for Actiq or Fentora in  
13 order to meet sales goals?

14 A. I don't know.

15 MR. ROONEY: Object to form.

16 MR. MAIER: Object to form.

17 Q. (By Mr. Faes) You don't recall?

18 A. I don't know of anyone.

19 Q. Oh, you don't know of anyone? Okay. Did  
20 any of your -- when you were promoting Actiq or  
21 Fentora, did any of your sales targets, meaning the  
22 physicians that you were calling on for Actiq or  
23 Fentora, ever make you feel uncomfortable or maybe they  
24 didn't sit right with you?

1 MR. ROONEY: Object to form.

2 MR. MAIER: Objection. Form.

3 A. Repeat that.

4 Q. (By Mr. Faes) Did any of your sales  
5 targets for Actiq or Fentora ever not sit right with  
6 you or make you feel uncomfortable?

7 MR. ROONEY: Same objection.

8 A. Yes.

9 MR. MAIER: Objection.

10 Q. (By Mr. Faes) Tell me about that.

11 A. Well, if they were trying to treat  
12 noncancer pain I would have to reiterate indication,  
13 breakthrough cancer pain.

14 Q. And so if a doctor was -- if you became --  
15 strike that. If you became aware that a doctor was  
16 using Actiq or Fentora for noncancer pain, that would  
17 make you uncomfortable?

18 A. Yes.

19 MR. ROONEY: Object to form.

20 Q. (By Mr. Faes) And so what would you do in  
21 response to that?

22 A. Tell my manager and get direction.

23 Q. And what kind of direction did you receive  
24 from your manager when you reported that you were

1     uncomfortable with a particular doctor because he was  
2     prescribing Actiq or Fentora for noncancer pain?

3             A.     To no longer call on them.

4             Q.     So it's your testimony that if a -- your  
5     direction from management was that if a -- if you  
6     reported a doctor was prescribing Actiq for noncancer  
7     pain and that made you feel uncomfortable, that your  
8     managers always told you that you didn't need to call  
9     on that doctor anymore?

10            MR. ROONEY:  Objection.

11            A.     Not always.

12            MR. MAIER:  Object to form.

13            Q.     (By Mr. Faes)  So there were times when  
14     they didn't tell you that?

15            A.     Our job was to go in there and educate  
16     them on the proper way.

17            Q.     And if a doctor told you that it was --  
18     that they were using a Actiq or Fentora for noncancer  
19     use, you were generally limited to restating what the  
20     indication for the products were to the doctor; right?

21            MR. ROONEY:  Object to form.

22            MR. MAIER:  Objection.  Form.

23            A.     Yes, they had to take a REMs test.  They  
24     had to agree -- the doctors had to agree on how to

1     prescribe.

2                   Q.     (By Mr. Faes)   And -- but that was  
3     generally the limit of your training to dissuade a  
4     doctor on prescribing Fentora for noncancer pain, was  
5     to reiterate the indication; right?

6                   MR. ROONEY:   Objection.

7                   MR. MAIER:   Objection.   Form.

8                   A.     Yes.

9                   Q.     (By Mr. Faes)   And there were instances  
10    where you told one of your superiors that you felt  
11    uncomfortable continuing to detail a particular doctor  
12    because they were promoting -- or strike that --  
13    because they were -- let me start over.   That's what  
14    happens when it's all recorded.

15                   And there were instances where you told  
16    one of your superiors that you felt uncomfortable  
17    continuing to detail a particular doctor for Fentora or  
18    Actiq and you were told by your manager or superiors  
19    that you needed to continue to detail that doctor  
20    anyway; right?

21                   MR. ROONEY:   Object to form.   That's not  
22    what she testified.

23                   MR. MAIER:   Object to form.

24                   A.     No.

1 Q. (By Mr. Faes) So you were never told by  
2 one of your superiors that -- for example, that it  
3 was -- it's your job to promote or detail the product  
4 as long as the physician wants to write it?

5 MR. ROONEY: Object to form.

6 A. No.

7 MR. MAIER: Object to form.

8 Q. (By Mr. Faes) You were never told, for  
9 example, that it's not your business or that you  
10 shouldn't inquire into why the doctor is using it as  
11 long as they're prescribing it legally?

12 MR. ROONEY: Object to form.

13 MR. MAIER: Object to form.

14 A. Repeat that.

15 Q. (By Mr. Faes) Let me ask a better  
16 question. You were never told, for example, that it  
17 was none of your business what the doctor was  
18 prescribing it for, who he was prescribing it to; as  
19 long as he felt it was appropriate for that particular  
20 patient, you shouldn't inferior?

21 MR. ROONEY: Object to form.

22 A. No.

23 MR. MAIER: Object to form.

24 Q. (By Mr. Faes) All right. So I'm going to

1 hand you what's been marked as Exhibit Number 11 to  
2 your deposition.

3 [Exhibit Teva-Sippial-011  
4 marked for identification.]

5 Q. And this is an e-mail dated June 9th of  
6 2003. Do you see that?

7 A. Yes.

8 Q. And this is from Michael Morreale, who  
9 would have been one of your direct supervisors; right?

10 A. Yes.

11 Q. Or your direct supervisor; right?

12 A. Yes.

13 Q. And this is -- this e-mail is to Sales PCS  
14 Midwest, so this is an e-mail that you would have  
15 received; right?

16 A. Yes.

17 MR. ROONEY: Object to form.

18 Q. (By Mr. Faes) If you look in the first  
19 line of this sentence in the middle where it --  
20 starting where it says Ed over on the right-hand side.  
21 It says Ed Berg did a really nice job going over the  
22 compliance talk and truly clarifying where the line is  
23 to properly sell Actiq. Do you see that?

24 A. Yes.

1 Q. So that's reflecting that from time to  
2 time somebody from compliance would come in and talk to  
3 you as a sales representative about where the line is  
4 as far as promoting or detailing Actiq; right?

5 A. Yes.

6 MR. ROONEY: Object to form.

7 MR. MAIER: Objection. Form.

8 Q. (By Mr. Faes) So there was kind of a  
9 line, so to speak, of things that you were allowed to  
10 do and things that you weren't allowed to do, and as  
11 long as you didn't cross over that line, it was okay to  
12 do those things, according to the company; right?

13 MR. ROONEY: Object to form.

14 MR. MAIER: Objection. Form, foundation.

15 A. Yes.

16 Q. (By Mr. Faes) And if you go further down,  
17 you see where it states finally, some key points to  
18 take away from this meeting include no excuses. I  
19 don't want to hear about any excuses for your  
20 territory, only solutions to possible problems. Do you  
21 see that?

22 A. I do.

23 Q. And that's the direction that you would  
24 have received from your supervisor at this time; right?

1           A.     Yes.

2                   MR. ROONEY:   Object to form.

3           Q.     (By Mr. Faes)   And his instruction that he  
4   doesn't want to hear about any excuses with your  
5   territory; only solutions to possible problems; right?

6           A.     Yes.

7           Q.     And he states make sure you're using all  
8   of your resources on these targets such as MEPS --  
9   actually, strike that.   Let me start with the line  
10   above.   The line above states that targeting is a vital  
11   key to success with Actiq, approximately 40 targets per  
12   territory.   Make sure to focus on the Chris Meyer easy  
13   money list.   Do you see that?

14          A.     Yes.

15                  MR. ROONEY:   Object to form.

16          Q.     (By Mr. Faes)   So this is instructions to  
17   you as a sales representative under Michael Morreale to  
18   focus on this list which he refers to as the easy money  
19   list for targeting and promoting Actiq; right?

20                  MR. ROONEY:   Object to form.

21                  MR. MAIER:   Object to form.

22          A.     Yes.

23          Q.     (By Mr. Faes)   What was the easy money  
24   list?

1           A.       I don't remember.

2           Q.       But apparently there was a list referred  
3   to as the easy money list; right?

4                   MR. MAIER: Object to form.

5           A.       I don't know. I don't recall.

6           Q.       (By Mr. Faes) Would you agree with me  
7   that it's likely that this easy money list included  
8   physician targets -- it obviously includes physician  
9   targets, right, because it says approximately 40  
10 targets per territory; right?

11                  MR. ROONEY: Object to form.

12          A.       Yes.

13                  MR. MAIER: Object to form.

14          Q.       (By Mr. Faes) And apparently your boss,  
15 Michael Morreale, thinks that these will be targets  
16 that will be easy for you as a representative to have  
17 success with on Actiq; right?

18                  MR. ROONEY: Object to form.

19                  MR. MAIER: Object to form.

20          A.       Yes.

21          Q.       (By Mr. Faes) And that's why he refers to  
22 it as the easy money list; right?

23                  MR. ROONEY: Object to form.

24          A.       Yes.

1 MR. MAIER: Object to form.

2 Q. (By Mr. Faes) And going on, instructions  
3 from your boss is to make sure you're utilizing all of  
4 your resources on these targets such as MEP, CMes,  
5 lunches, consultant meetings, preceptorships, and  
6 marketing initiatives. Do you see that?

7 A. Yes.

8 Q. And so this is your boss encouraging to  
9 use all of your marketing resources, including speaker  
10 programs that we talked about earlier; right?

11 A. Yes.

12 MR. ROONEY: Object to form.

13 Q. (By Mr. Faes) And that's because you came  
14 to understand as a representative that you had -- you  
15 had a budget for those kind of things; right?

16 A. Yes.

17 Q. And generally if you had the budget for  
18 it, your superiors or your bosses wanted you to use all  
19 that budget; right?

20 MR. ROONEY: Object to form.

21 A. Yes.

22 MR. MAIER: Object to form.

23 Q. (By Mr. Faes) And that's because you were  
24 made to understand as a sales representative that the

1 reason the company budgeted for those things is because  
2 they had a good return on investment; right?

3 MR. ROONEY: Object to form.

4 A. Yes.

5 MR. MAIER: Object to form.

6 Q. (By Mr. Faes) And return on invest means  
7 if you spend that money you're going to get that much  
8 money or more back in return; right?

9 A. Yes.

10 MR. ROONEY: Object to form.

11 MR. MAIER: Form.

12 Q. (By Mr. Faes) And you're going to get  
13 that much money back in return from scripts of Actiq or  
14 whatever you're speaking about or detailing about;  
15 right?

16 MR. ROONEY: Object to form.

17 MR. MAIER: Object to form.

18 A. Yes.

19 Q. (By Mr. Faes) And the next point down  
20 states that when talking about managed care issues,  
21 talk about the positive. Do not dwell on the negative.  
22 Keep a positive outlook for physicians. Utilize your  
23 national accounts managers and help them out by  
24 acquiring denial letters and influence physicians to

1 use the reimbursement hotline to pursue appeals and  
2 prior authorizations. Do you see that?

3 A. Yes.

4 Q. So this is direction that you would have  
5 received from your boss at that time; right?

6 A. Yes.

7 MR. ROONEY: Object to form.

8 MR. MAIER: Form.

9 Q. (By Mr. Faes) And you would have tried to  
10 follow your boss's advice to the best of your ability;  
11 right?

12 MR. ROONEY: Object to form.

13 A. Yes.

14 Q. (By Mr. Faes) And this is talking about  
15 managed care issue -- this is talking about that  
16 sometimes patients have a difficult time getting their  
17 health plan or insurance plan to pay for the cost of  
18 Actiq; right?

19 MR. ROONEY: Object to form.

20 MR. MAIER: Object to form.

21 A. Yes.

22 Q. (By Mr. Faes) And it references a  
23 reimbursement hotline here; right?

24 A. Correct.

1 Q. And that was something that Cephalon had  
2 set up for physicians or their staffs to call in with  
3 assistance in getting patients approved by their  
4 insurance plans for Actiq; right?

5 A. Yes.

6 MR. ROONEY: Object to form.

7 MR. MAIER: Object to form.

8 Q. (By Mr. Faes) And instructions for your  
9 manager was to encourage you as a sales rep to utilize  
10 that and to encourage your doctors and their offices to  
11 utilize that reimbursement hotline as well; right?

12 A. Yes.

13 MR. ROONEY: Object to form.

14 Q. (By Mr. Faes) And you understood that one  
15 of the reasons that a managed care company or an  
16 insurance company might commonly refuse to pay for an  
17 Actiq and later a Fentora prescription is if the  
18 prescription was written for noncancer pain?

19 MR. ROONEY: Object to form.

20 MR. MAIER: Object to form, foundation.

21 A. True.

22 Q. (By Mr. Faes) And if you go to the  
23 second-to-last bullet point, you'll see it states I  
24 want to see one or more members of this team earn a

1     bonus in excess of \$30,000 for a quarter this year;  
2     right?

3             A.     Yes.

4             Q.     And that was something that your manager  
5     wanted to see for you as a member of his team?

6             A.     Yes.

7                     MR. ROONEY:   Object to form.

8             Q.     (By Mr. Faes)   In fact, all the member of  
9     his teams; right?

10            A.     Yes.

11                   MR. MAIER:   Object to form.

12            Q.     (By Mr. Faes)   And that's \$30,000 a  
13     quarter just in a bonus; right?

14            A.     Yes.

15            Q.     So that's a potential of \$120,000 a year  
16     just in bonus potentially for a sales representative  
17     who does a particularly good job of detailing or  
18     promoting Actiq; right?

19                   MR. ROONEY:   Object to form.

20            A.     Yes.

21                   MR. MAIER:   Object to form, foundation.

22            Q.     (By Mr. Faes)   And you understood that  
23     that was a potential payout at that time in 2003;  
24     right?

1 MR. ROONEY: Object to form.

2 A. Yes.

3 Q. (By Mr. Faes) And if you see the last  
4 bullet point it states everyone must find a reason to  
5 motivate yourself and get out there and make it happen.  
6 Once again, Mike Wetherholt showed us how much money  
7 there is out there for us to make. There is no reason  
8 why everyone on this team should not be at the top of  
9 the rankings and earning the top bonuses. Do you see  
10 that?

11 A. Yes.

12 Q. And that's instruction that your boss gave  
13 to you at the time; right?

14 A. Yes.

15 MR. ROONEY: Object to form.

16 MR. MAIER: Objection. Form.

17 Q. (By Mr. Faes) And he's referencing this  
18 Mike Wetherholt, who was another representative for  
19 Cephalon at this time; right?

20 MR. ROONEY: Object to form.

21 A. He's a repre -- regional.

22 Q. (By Mr. Faes) So he's referencing this  
23 Mike Wetherholt, who's another regional manager for  
24 Cephalon promoting Actiq at this time?

1 A. Yes.

2 Q. And his instruction to you is that this  
3 other regional manager has showed your team how much  
4 money there is out there for the team to make; right?

5 A. Yes.

6 MR. ROONEY: Object to form.

7 Q. (By Mr. Faes) And that's referring to the  
8 money that's to be made from Actiq bonuses and  
9 commissions; right?

10 A. Yes.

11 MR. ROONEY: Object to form.

12 MR. MAIER: Form.

13 Q. (By Mr. Faes) That's the one I just used.  
14 I'll just set that over here then. I'm going to hand  
15 you what's been marked as Exhibit Number 12 to your  
16 deposition.

17 [Exhibit Teva-Sippial-012  
18 marked for identification.]

19 Q. And again, this is an e-mail dated --  
20 e-mail and attachment dated April 20th of 2004. Do you  
21 see that?

22 A. Yes.

23 Q. And it went out to the first line as a  
24 sales reps, so you would have received this e-mail and

1 attachment at this time; right?

2 A. Yes.

3 Q. And --

4 MR. ROONEY: Do you have a list of the  
5 LISTSERV?

6 MR. FAES: I'm sorry?

7 MR. ROONEY: Of e-mails on the LISTSERV,  
8 the sales reps --

9 MR. FAES: I'm sorry?

10 MR. ROONEY: Do we have a list of the  
11 e-mails on this?

12 MR. FAES: I don't have one. I'm just  
13 asking her if she would have received it. She said  
14 yes.

15 MR. ROONEY: Okay.

16 MR. FAES: So my understanding is the  
17 sales rep group is all sales reps.

18 Q. (By Mr. Faes) If you look on the first  
19 page of this document, you see it states incentive  
20 compensation plan, payment policies for all Cephalon  
21 field sales personnel. Do you see that?

22 A. Yes.

23 Q. So this is a -- and it says these policies  
24 are in effect as of January 1st of 2004 on the bottom

1 of the paragraph; right?

2 A. Yes.

3 Q. And so this would have been the incentive  
4 compensation plan that would have been in effect at  
5 this time, January 1st, 2004, that was communicated to  
6 you; right?

7 A. Yes.

8 Q. And if you turn to the final page of this  
9 document. It states under performance rating no bonus  
10 will be paid to an individual for performance during a  
11 quarter or semester bonus period if the individual has  
12 an overall performance rating of four, needs  
13 improvement, or five, poor. After an individual  
14 receives an overall four or five performance rating,  
15 the individual's performance will be periodically  
16 reassessed to determine if or when bonus eligibility  
17 may be instated. Do you see that?

18 A. Yes.

19 Q. And did you have an understanding that  
20 that was the company's policy at this time?

21 A. Yes.

22 Q. Is it your understanding that this policy  
23 remained in effect up until your separation with  
24 Cephalon?

1 A. Yes.

2 MR. MAIER: Objection. Form, foundation.

3 Q. (By Mr. Faes) Did you ever receive a  
4 rating or four or five to where you were ineligible for  
5 a bonus?

6 A. No.

7 Q. So it's fair to say that during your time  
8 at Cephalon with the company being aware of your  
9 performance, you were rated meets expectations or above  
10 during the entire time that you worked at Cephalon;  
11 right?

12 MR. MAIER: Objection. Form.

13 A. No.

14 Q. (By Mr. Faes) When was that not true?

15 A. We had different categories that we had to  
16 get certain ratings for, and you might have all twos  
17 and threes or ones and twos and have an occasional four  
18 in a particular area, like if you weren't doing as many  
19 MEPS or CEPs or you weren't on target for doing the  
20 amount that you needed to.

21 Q. Okay. So it's fair to say that you might  
22 have received a number of individual categories that  
23 might have been a needs improvement or poor, but it's  
24 fair to say that your overall performance rating was

1 always a meet expectations or above; right?

2 A. Yes.

3 MR. MAIER: Objection. Form.

4 Q. (By Mr. Faes) And that's what this policy  
5 is talking about, that for bonus it says the overall --

6 A. Overall.

7 Q. Overall performance rating can't be a  
8 four, needs improvement, or a five, poor; right?

9 A. Correct.

10 Q. And my question is -- and maybe it was a  
11 bad one. There was no time during your employment with  
12 Cephalon to where your overall rating was ever needs  
13 improvement or poor or at a level where you weren't  
14 eligible for a bonus; right?

15 A. Correct.

16 MR. MAIER: Object to the form.

17 Q. (By Mr. Faes) Except for potentially 2010  
18 when you were separated from Cephalon and didn't  
19 receive your bonus upon separation; right?

20 A. Correct.

21 Q. And that would have been -- would that  
22 have been only for the last quarter that you were there  
23 that you didn't receive your bonus?

24 A. Yes.

1 Q. So even the quarter prior to your  
2 separation, you would have had an overall rating of  
3 meets expectations or above and continued to be  
4 bonus-eligible; right?

5 A. Yes.

6 MR. MAIER: Objection. Form.

7 Q. (By Mr. Faes) So I'm going to hand you  
8 what's been marked as Exhibit Number 13 to your  
9 deposition.

10 [Exhibit Teva-Sippial-013  
11 marked for identification.]

12 Q. And I do not know why the first page of  
13 this is blank. This is the way it was produced to us.

14 A. Okay.

15 MR. ROONEY: That one.

16 Q. (By Mr. Faes) That's yours. You always  
17 get the one with the sticker.

18 A. Okay.

19 Q. You get the stickered copies because  
20 you're in the seat of honor today.

21 A. Oh, great.

22 Q. So if you turn into the second page  
23 because the first page is blank. Again, this is an  
24 e-mail dated July 22nd of 2004. Do you see that?

1 A. Yes.

2 Q. And this would have been sent out, you  
3 see, to the to line, to sales reps, and you would have  
4 been a sales rep at this time; right?

5 A. Correct.

6 Q. So you would have been a person who would  
7 have gotten this e-mail on this mass distribution;  
8 right?

9 A. Yes.

10 Q. And it says attached are your third  
11 quarter bonus plan, payment policy, and quota  
12 calculator. As always, your job is to grow sales above  
13 your base, first quarter of 2004 sales. Do you see  
14 that?

15 A. Yes.

16 Q. And that's instructions that you would  
17 have received at the time, is that it was your job to  
18 grow sales above your base; right?

19 A. Yes.

20 MR. ROONEY: Objection. Form.

21 Q. (By Mr. Faes) And that included sales of  
22 Actiq. If you see in the center below you've got a --  
23 it looks like you've got a quota of \$3,200 for Actiq  
24 for that quarter; right?

1 A. Yes.

2 Q. And if you turn to the page in this  
3 document ending in 8218. I think it's the fifth page  
4 in. If you look at the top of this it talks  
5 specifically about the Actiq third quarter bonus. Do  
6 you see that?

7 A. Yes.

8 Q. And it says -- well, first it says for the  
9 third quarter 2004, your sales base, first quarter 2004  
10 will not be adjusted. Do you see that?

11 A. Yes.

12 Q. So that's basically saying that your quota  
13 is not going to be adjusted; right? You're at the same  
14 baseline for your quota; right?

15 A. Correct.

16 Q. And then it says for each dollar increase  
17 of Actiq sold in your territory, third quarter 2004  
18 versus first quarter 2004, you will receive seven  
19 cents; right?

20 A. Yes.

21 Q. And for each percentage increase of Actiq  
22 sold in your territory, third quarter 2004 versus first  
23 quarter 2004, you will receive \$53; right?

24 A. Yes.

1 Q. And so this would have been the Actiq  
2 quarter bonus plan that would have been communicated to  
3 you at the time; right?

4 A. Yes.

5 Q. And this reflects that at this time in  
6 2004, there was no cap or limit on the amount of the  
7 Actiq bonus that you could receive; right?

8 A. Correct.

9 MR. MAIER: Objection. Form, foundation.

10 Q. (By Mr. Faes) You can set that aside.  
11 I'm going to hand you what's been marked as Exhibit  
12 Number 14 to your deposition.

13 [Exhibit Teva-Sippial-014  
14 marked for identification.]

15 Q. And this is a document that's from your  
16 custodial file at Cephalon titled pain care specialist,  
17 first quarter 2006 incentive compensation plan, Actiq  
18 first quarter bonus. Do you see that?

19 A. Yes.

20 Q. And if you look at the payout  
21 calculations, it says that if your percent to quota  
22 sales is greater than hundred percent, you will receive  
23 100 percent of target bonus plus incremental commission  
24 for every dollar over 100 percent. See Tier 1 and Tier

1     2 below. Do you see that?

2             A.     Yes.

3             Q.     So this would reflect that again in 2006,  
4     with regard to your Actiq sales -- and there's an  
5     example calculation below -- that there was still no  
6     cap or limit on the amount of bonus or commission that  
7     you could receive for selling Actiq at this time;  
8     right?

9             A.     Correct.

10            MR. FAES: You can set that aside.

11            MR. ROONEY: If you've got an extra one --

12            MR. FAES: That was for the guy who's not  
13     here, so you can just keep the change, pal. I'm about  
14     to start another section. Is everybody hungry or  
15     should I just -- should I keep going a little while?

16            MR. ROONEY: Do you know when the food is  
17     ready?

18            MR. FAES: It's here.

19            MR. ROONEY: Do you want to take a break  
20     for eating?

21            A.     Yeah, let's go ahead and eat.

22            MR. FAES: Okay.

23            THE VIDEOGRAPHER: We are going off the  
24     record at 1:08 PM.

1 [A recess was taken.]

2 THE VIDEOGRAPHER: We are back on the  
3 record at 1:46 PM.

4 Q. (By Mr. Faes) Good afternoon, Ms.  
5 Sippial. We are back on the record after a short lunch  
6 break. Are you ready to proceed?

7 A. Yes.

8 Q. So now that we're back from lunch I kind  
9 of want to shift gears a little bit and talk a little  
10 bit more about medical education programs or CSPs,  
11 Cephalon speaker programs. Okay?

12 A. Yes.

13 Q. And as we talked about, there were  
14 acronyms for that, MEP or CSP, but they essentially are  
15 the same thing; right?

16 A. Correct.

17 Q. You used MEP early on with Actiq, and then  
18 at some point it started being referred to as CSP or  
19 Cephalon speaker program; right?

20 A. Correct.

21 Q. And that's a program where you would hire  
22 a speaker to talk about Actiq or Fentora to another  
23 physician or group of physicians; right?

24 A. Yes.

1 Q. And many of the speakers that you would  
2 use for Actiq or Fentora were sometimes referred to as  
3 Actiq or Fentora advocates; right?

4 A. Yes.

5 Q. What are some of the qualities you would  
6 look for in selecting a potential Actiq or Fentora  
7 speaker?

8 MR. MAIER: Objection. Form.

9 A. A prescriber who wrote prescriptions of  
10 Fentora or Actiq. Had a well -- or had a decent CV.

11 Q. (By Mr. Faes) And that means --

12 A. Curriculum -- résumé.

13 Q. Curriculum vitae, meaning he had good  
14 credentials; right?

15 A. Good credentials. And is a physician who  
16 felt comfortable with the product and who had taken the  
17 REMs -- had been part of the REMs program.

18 Q. Are there any qualities in your mind that  
19 would disqualify a person from being a potential Actiq  
20 or Fentora speaker?

21 MR. MAIER: Objection. Form.

22 A. Yeah, if they wrote off-label for Actiq or  
23 Fentora. What would make them not a good speaker?

24 Q. (By Mr. Faes) (Nodding "yes.")

1           A.     Same thing.  Their credentials, their  
2     reputation.  Their -- whether they were a thought  
3     leader or not.

4           Q.     So I mean, you started off with your  
5     answer when I asked what are some of the things that  
6     would disqualify a person --

7           A.     Dis --

8           Q.     -- from being an Actiq or Fentora  
9     speaker, and I think you started off with -- yeah, I  
10    said disqualify.

11          A.     Huh-uh.

12          Q.     And I think you started off with if they  
13    were an off-label prescriber.  Are you -- is it your  
14    testimony that that would automatically exclude a  
15    person from being an Actiq or Fentora speaker or that  
16    would just be a negative factor in your mind?

17          A.     It would just be a negative factor in my  
18    mind.

19          Q.     So you would agree with me then that if a  
20    doctor wrote Actiq or Fentora off-label, that that  
21    wouldn't necessarily disqualify them from being an  
22    Actiq or Fentora speaker; right?

23          A.     Correct.

24                   MR. MAIER:  Objection.  Form.

1 Q. (By Mr. Faes) And early on the process  
2 for selecting Actiq or Fentora speakers was relatively  
3 informal; right?

4 MR. MAIER: Object to form.

5 MR. ROONEY: Objection.

6 A. Repeat that.

7 Q. (By Mr. Faes) Early on the process for  
8 selecting an Actiq speaker was relatively informal;  
9 right?

10 MR. MAIER: Objection. Form.

11 Q. (By Mr. Faes) In 2001 when you first  
12 joined the company.

13 MR. ROONEY: Same objection.

14 A. Yes.

15 Q. (By Mr. Faes) Essentially the process was  
16 you would identify a doctor who might -- who you  
17 thought might be a good speaker, and you would discuss  
18 that potential speaker with your boss and you would  
19 come to an agreement between you and your supervisor if  
20 you could use that person as an Actiq speaker; right?

21 A. Correct.

22 Q. And so you wouldn't -- it's true then that  
23 you would never select early on an Actiq speaker  
24 without your boss's prior approval; right?

1 A. Correct.

2 MR. MAIER: Objection. Form.

3 Q. (By Mr. Faes) And that was -- you  
4 understood that was a requirement at the time by the  
5 company; right?

6 A. Yes.

7 Q. And no -- your bosses never communicated  
8 to you that if a doctor had written Actiq or Fentora --  
9 well, strike that, because we're just talking about  
10 Actiq now. You'd agree with me that no -- none of your  
11 bosses ever communicated to you that if a prescriber  
12 had prescribed Actiq off-label in the past that that  
13 would automatically disqualify them from being a  
14 speaker at a medical education program for Actiq;  
15 right?

16 MR. MAIER: Objection. Form.

17 MR. ROONEY: Object to form.

18 A. True.

19 Q. (By Mr. Faes) And in fact, there were  
20 lists that were circulated at the company at some point  
21 identifying doctors that were in fact repeat off-label  
22 prescribers of Actiq; right?

23 A. I don't remember.

24 Q. And later on, the process for selecting a

1 speaker became a little bit more formalized; right?

2 A. Correct.

3 MR. ROONEY: Object to form.

4 Q. (By Mr. Faes) Later on there was an  
5 approved list of folks that were already approved to be  
6 an Actiq or Fentora speaker, and if a doctor that you  
7 wanted to use was on the approved list you could  
8 generally just use them; right?

9 A. Correct.

10 MR. ROONEY: Object to form.

11 MR. MAIER: Object to form.

12 Q. (By Mr. Faes) And you expected that  
13 someone else at the company prior to putting a doctor  
14 or doctors on this list was vetting those doctors to  
15 make sure they were qualified and were appropriate  
16 speakers to be on the approved list for Actiq and  
17 Fentora speaking programs; right?

18 MR. MAIER: Objection. Form.

19 MR. ROONEY: Object to form.

20 A. Yes.

21 Q. (By Mr. Faes) And you would agree with me  
22 that during these medical education programs or  
23 speaking programs, there were situations where the  
24 physician speakers were allowed to speak outside the

1 FDA-approved indication of breakthrough pain in  
2 patients with cancer; right?

3 A. Yes.

4 MR. MAIER: Objection. Form.

5 Q. (By Mr. Faes) I'm going to hand you  
6 what's been marked as 15 and 16 to your deposition.  
7 This is an e-mail and attachment, so the e-mail is 15  
8 and then the attachment is 16.

9 [Exhibit Teva-Sippial-015  
10 marked for identification.]

11 [Exhibit Teva-Sippial-016  
12 marked for identification.]

13 Q. So there's yours and there's yours.  
14 There's Mr. Tintose's (ph). So looking at Exhibit 15,  
15 this is an e-mail from you to your boss, Michael  
16 Morreale, dated May 23rd, 2003; right?

17 A. Yes.

18 Q. And at this time your name was Laura  
19 Mosley-Speaks; right?

20 A. Correct.

21 Q. And when did that change?

22 A. In 2007.

23 Q. So in 2007 your name changed from -- last  
24 name changed from Mosley-Speaks to Sippial; right?

1 A. Correct.

2 Q. And the e-mail says, Mike, I'm attaching  
3 my June PowerPoint POA presentation. That refers to  
4 your June plan of action presentation; right?

5 A. Plan of action. Yes.

6 Q. I ran into some difficulty with the top 15  
7 physician slide; however, I was able to complete all  
8 the information that was needed but in a different  
9 format. I am also attaching an addendum to that slide  
10 as well. If you have any questions, please let me  
11 know. Thanks, Laura. Right?

12 A. Yes.

13 Q. So what was the context for preparing this  
14 slide deck that's attached as Exhibit Number 16. So  
15 this is a PowerPoint, so I assume you would have been  
16 presenting this to someone at some point; right?

17 A. Yes.

18 Q. Who would you have been presenting it to?

19 A. Our area. Our area in Cincinnati.

20 Q. So this would have been for either an Ohio  
21 Valley or a Great Lakes sales meeting and you would  
22 have been presenting to your boss plus the other sales  
23 representatives in your territory?

24 A. Yes.

1 MR. MAIER: Objection. Form.

2 Q. (By Mr. Faes) And if you turn to --  
3 actually, let's look at the -- the first page of this  
4 exhibit just says Laura Mosley-Speaks, and that's your  
5 territory, Cincinnati, Ohio, and that 81700006 is just  
6 your territory number; right?

7 A. Yes.

8 Q. That's just a number assigned by the  
9 company; right?

10 A. Correct.

11 Q. So you turn to the next page and you've  
12 got a graph on here with your total prescriptions, and  
13 down in the bottom right-hand corner you chart out the  
14 dosage levels for Actiq and the percent of  
15 prescriptions in those categories per quarter; right?

16 A. Yes.

17 Q. And those are all the strengths of Actiq  
18 that were available at this time in 2003. There are  
19 six different categories from 200 micrograms to 1,600  
20 micrograms; right?

21 A. Correct.

22 Q. And you chart this out, and in general  
23 you'd agree with me that the higher doses, the usage of  
24 the higher dosage like the 800 -- or the 1,200, the

1 1,600, the two top doses are increasing over time;  
2 right?

3 A. Yes, from this.

4 Q. And so why would you have noted that on  
5 this presentation to the group breaking down -- the  
6 breakdown of scripts for the higher strengths?

7 MR. MAIER: Objection. Form.

8 A. Well, it's for all of the strengths and  
9 just looking at my territory and seeing what was being  
10 prescribed more.

11 Q. (By Mr. Faes) And you under -- had an  
12 understanding at this time in 2003 that the higher  
13 dosages of Actiq had a higher price point, meaning they  
14 cost more; right?

15 MR. MAIER: Objection. Form.

16 A. Yes.

17 MR. ROONEY: Object to form.

18 Q. (By Mr. Faes) And you knew that if a  
19 doctor prescribed the higher dose Actiq dosages, that  
20 would mean more revenue for the company; right?

21 MR. MAIER: Objection. Form.

22 MR. ROONEY: Object to form.

23 A. Yes.

24 Q. (By Mr. Faes) And that in turn would mean

1 more sales dollars towards meeting your quotas for  
2 bonuses and commissions; right?

3 MR. MAIER: Objection. Form.

4 A. Yes.

5 MR. ROONEY: Object to form.

6 Q. (By Mr. Faes) If you turn to the next  
7 page of this document, you see top 15 Actiq writers by  
8 units. Do you see that?

9 A. Yes.

10 Q. And consistently at this time in 2002, Dr.  
11 Murphy was your top prescriber throughout all of two  
12 thousand -- the last two quarters of 2002 and the first  
13 quarter of 2003; right?

14 A. Yes.

15 Q. And in fact, he was your largest  
16 prescriber -- in terms of units he was more than double  
17 that of your next closest highest prescriber; right?

18 A. Yes.

19 MR. MAIER: Objection. Form.

20 MR. ROONEY: Object to form.

21 Q. (By Mr. Faes) What do you remember about  
22 Dr. Murphy's practice?

23 A. Well, he was in Louisville, Kentucky, and  
24 he was a pain management physician, and I can't

1     remember what he specifically treated outside of I'd be  
2     in his office, if he was treating breakthrough cancer  
3     pain. But I don't recall that much more about him.

4             Q.     And if you look on the same chart, Dr.  
5     Simons is also consistently one of your top three  
6     prescribers during this time period; right?

7             A.     Yes.

8             Q.     What was Dr. Simon's practice like?

9             A.     He was pain management. He was in  
10    Cincinnati, Ohio, and he saw malignant and nonmalignant  
11    pain.

12            Q.     So Dr. Simon saw both cancer and noncancer  
13    patients; right?

14            A.     Yes.

15            Q.     And Dr. Jobalia is in your top five at all  
16    times during this period as well; right?

17            A.     Yes.

18            Q.     And what do you remember about Dr. Jobalia  
19    and his practice?

20            A.     He was a pain management physician who saw  
21    both malignant and nonmalignant pain, and he was in  
22    Cincinnati, Ohio.

23            Q.     And did he treat sleep disorders as well?

24            A.     That I don't remember.

1 MR. ROONEY: Object to form.

2 Q. (By Mr. Faes) And if you turn to MEPs,  
3 CMEs, which is the next slide, you -- at the slide  
4 MEPs, CMEs, and you note that you've got four MEPs  
5 completed and four medical education programs in the  
6 books; right?

7 A. Yes.

8 Q. And you note you've got five planned  
9 programs upcoming; right?

10 A. Yes.

11 Q. For a Dr. Wright -- two for Dr. Wright,  
12 one for Dr. Stewart, and one for Dr. Taylor; right?

13 A. Yes.

14 Q. So this reflected that medical education  
15 programs or peer-to-peer selling continued to be an  
16 important factor in your promotional efforts for Actiq;  
17 right?

18 A. Yes.

19 MR. ROONEY: Object to form.

20 Q. (By Mr. Faes) If you turn to two slides  
21 forward there's a slide titled potential barriers to  
22 success. Do you see that?

23 A. Yes.

24 Q. And the first potential barrier to success

1       that you list on your slide is the indication; right?

2               A.       Correct.

3               Q.       And that's referring to the limited  
4       indication of Actiq in breakthrough pain for people  
5       with cancer only; right?

6               A.       Correct.

7               MR. MAIER:  Objection.  Form.

8               MR. ROONEY:  Object to form.

9               Q.       (By Mr. Faes)  And again, that's referring  
10       to the barrier that there's a limited number of people  
11       that you can promote to; right?

12              A.       Correct.

13              MR. MAIER:  Object to form.

14              MR. ROONEY:  Object to form.

15              Q.       (By Mr. Faes)  It refers to the fact that  
16       there's a limited number of people that are appropriate  
17       patients for Actiq use; right?

18              A.       True.

19              MR. MAIER:  Objection.  Form.

20              Q.       (By Mr. Faes)  And it also notes the  
21       second potential barrier to success is Actiq not  
22       covered by Ohio Medicaid; right?

23              A.       Yes.

24              Q.       And that goes to one of the things we were

1     talking about earlier, that one of your jobs was to try  
2     and help doctors get their patients approved by  
3     insurance or by Medicare or whatever the third-party  
4     payor was for the drug for -- you're trying to get them  
5     to pay for the Actiq; right?

6                     MR. MAIER:   Object to form.

7                     MR. ROONEY:   Object to form.

8             A.     True.

9             Q.     (By Mr. Faes)   And part of your job was to  
10    help doctors with that; right?

11                    MR. MAIER:   Same objection.

12                    MR. ROONEY:   Same objections.

13             A.     To a degree.

14             Q.     (By Mr. Faes)   And one of the ways they  
15    could do that was by filling -- having them fill out a  
16    letter of medical necessity; right?

17             A.     Yes.

18             Q.     And you were encouraged to have doctors do  
19    that if they had a patient that was denied by their  
20    insurer or third-party payor for Actiq; right?

21                    MR. ROONEY:   Object to form.

22             A.     Yes.

23             Q.     (By Mr. Faes)   And the third issue is  
24    pharmacy stocking and availability; right?

1           A.     Yes.

2           Q.     And that re -- what does that refer to in  
3     your recollection?

4           A.     Well, making sure that the pharmacies had  
5     the different strengths and stocks so when a patient  
6     went to the pharmacy they would be able to fill the  
7     prescription without problem.

8           Q.     And part of the reason that was an issue  
9     is because the Actiq sticks took up a lot of space in a  
10    pharmacy; right?

11          A.     Yes, that was one of the reasons.

12          Q.     Well, what were some of the other reasons?

13          A.     That all strengths weren't widely used.  
14    You had to make sure that you knew the physician --  
15    physicians nearby who were prescribing it for  
16    breakthrough cancer pain and making sure that those  
17    strengths were stocked and available.

18          Q.     So part of your job then was to not only  
19    try to make sure pharmacies were stocked, but if a  
20    doctor had a prescription for a particular patient and  
21    that patient couldn't fill it at a pharmacy to kind of  
22    help direct the doctor out to where a pharmacy might be  
23    that that patient might be able to fill that Actiq  
24    prescription; right?

1 A. Yes.

2 MR. MAIER: Objection. Form.

3 MR. ROONEY: Object to form.

4 Q. (By Mr. Faes) You can set that aside.

5 I'm going to hand you what's been marked as Exhibit

6 Number 17 to your deposition.

7 [Exhibit Teva-Sippial-017

8 marked for identification.]

9 Q. Sorry. Didn't want to fake you out there.

10 So Exhibit 17 is an e-mail dated February 19th, 2003.

11 It's from your boss to sales Ohio Valley; right?

12 A. Yes.

13 Q. So this would have been an e-mail received

14 by you; right?

15 A. Yes.

16 Q. And it looks like if you look down in the

17 first part of this e-mail, it looks like your boss,

18 Michael Morreale, is actually forwarding you an old

19 e-mail from about three months earlier; right?

20 A. Yes.

21 Q. And he says team, this is an old -- here

22 is an old e-mail -- strike that. Take 2. He says here

23 is an old meal (sic) I found that I thought you all

24 might find helpful. This should help clarify how

1 marketing is defining who they think should be Actiq  
2 targets. Please feel free to call me if you have any  
3 questions. Do you see that?

4 A. Yes.

5 Q. So down below, Mr. Morreale is telling you  
6 as one of his sales reps how marketing is defining who  
7 they think should be potential Actiq targets; correct?

8 A. Yes.

9 MR. MAIER: Objection. Form.

10 Q. (By Mr. Faes) And if you look down under  
11 the question is what is the specialty breakdown of  
12 targets, and the answer is while the specialty  
13 breakdown of targets will vary by territory, the  
14 national breakdown is anesthesiology, pain -- so that  
15 would be a pain specialist; right?

16 A. Correct.

17 Q. That's at 15 percent. Oncology, 11  
18 percent. Primary care provider, 55 percent. If you  
19 turn to the following, it says neuro, three percent,  
20 psych, one percent, other, 14 percent. Do you see  
21 that?

22 A. Yes.

23 Q. So these are physician specialties that in  
24 2003 -- and actually twice in 2003 -- that your boss,

1 Michael Morreale, is communicating to you that  
2 marketing things should be potential Actiq targets;  
3 right?

4 MR. MAIER: Objection. Form.

5 A. Correct.

6 Q. (By Mr. Faes) And only 26 percent  
7 between -- strike that. Only 26 of the potential Actiq  
8 targets are either oncology or pain specialists; right?

9 MR. MAIER: Object to form.

10 Q. (By Mr. Faes) That's 15 plus 11; right?

11 MR. ROONEY: Object to form.

12 A. True.

13 Q. (By Mr. Faes) And so at no time when this  
14 e-mail was sent did Michael Morreale or anyone from the  
15 company tell you that it was inappropriate, for  
16 example, to call on a primary care provider; right?

17 MR. MAIER: Objection. Form.

18 MR. ROONEY: Object to form.

19 A. Repeat that.

20 Q. (By Mr. Faes) At no time when this -- in  
21 2003 did anyone at Cephalon tell you that it was  
22 inappropriate to call on a primary care provider for  
23 Actiq; right?

24 A. Not if --

1 MR. MAIER: Objection. Form.

2 MR. ROONEY: Same objection.

3 A. Not if they were treating breakthrough  
4 cancer pain.

5 Q. (By Mr. Faes) Right. And in fact, he's  
6 indicating the opposite, that 55 percent of potent --  
7 of Actiq targets marketing believes should be a  
8 potential Actiq target; right?

9 MR. MAIER: Objection. Form.

10 MR. ROONEY: Object to form.

11 A. Yes.

12 Q. (By Mr. Faes) And he indicates that three  
13 percent of potential Actiq targets might be  
14 neurologists; right?

15 A. Right, for head and neck cancer pain.

16 Q. And he indicates that that's a -- that a  
17 physician with a subspecialty of neurology might be a  
18 potential Actiq target; right?

19 A. Correct.

20 Q. In fact, up to three percent of your  
21 targets might be in that specialty; right?

22 A. Correct.

23 MR. ROONEY: Objection to form.

24 Q. (By Mr. Faes) And he indicates that

1     psychologists might even be a potential Actiq target;  
2     right?

3                     MR. MAIER:   Object to form.

4             A.     Psychiatrists may be.

5             Q.     (By Mr. Faes)   Isn't that what he's saying  
6     here, that marketing things -- that one percent of --

7             A.     Yes.

8             Q.     -- potential Actiq targets are  
9     psychiatrists?

10                    MR. MAIER:   Object to form.

11                    MR. ROONEY:   Object to form.

12             A.     Yes.

13             Q.     (By Mr. Faes)   And 14 percent is other;  
14     right?

15             A.     Yes.

16             Q.     And I assume that doesn't mean that --  
17     strike that.   And I would assume that pain specialists  
18     and oncologists wouldn't be in that group because  
19     they're already included in another category; right?

20                    MR. ROONEY:   Object to form.

21             A.     Yes.

22                    MR. MAIER:   Objection.   Form.

23             Q.     (By Mr. Faes)   And you'd agree with me  
24     that at no time in 2003 did Mr. Morreale or any of your

1     superiors ever tell you that this plan targeting  
2     primary care providers, neurologists, psychologists,  
3     and other doctors would be inconsistent with the Actiq  
4     risk management plan which said to only call on pain  
5     specialists and oncologists; right?

6             A.     Yes.

7                     MR. MAIER:   Object to form.

8                     MR. ROONEY:   Object to form.

9             Q.     (By Mr. Faes)   I'm going to hand you  
10     what's been marked as Exhibit Number 18 to your  
11     deposition.

12                     [Exhibit Teva-Sippial-018  
13     marked for identification.]

14                     MR. FAES:   Mike, I'm skipping to 16 for  
15     you.   Skipping one.

16             Q.     (By Mr. Faes)   And this is a document  
17     titled Ohio Valley area first quarter 2000 plan of  
18     action.   Do you see that?

19             A.     Yes.

20             Q.     And it's got your name at the top; right?

21             A.     Yes.

22             Q.     And if you look in the center portion do  
23     you see there you've got top five Actiq targets for  
24     Quarter 1 2005.   Do you see that?

1 A. Yes.

2 Q. And you've got five target -- potential  
3 targets -- top targets listed; right?

4 A. Yes.

5 Q. And the first one is a Dr. Webb; right?

6 A. Yes.

7 Q. And you've got his specialty listed as FG;  
8 right?

9 A. Yes.

10 Q. And that would be a family practitioner;  
11 right?

12 A. Correct.

13 Q. And your last top five Actiq target is a  
14 Dr. Smith; right?

15 A. Yes.

16 Q. And you've got his specialty listed as IM;  
17 right?

18 A. Yes.

19 Q. And that would be an internal medicine  
20 doctor; right?

21 A. Correct.

22 Q. That's a primary specialty?

23 A. Correct.

24 Q. And it looks like he's already writing 183

1 Actiq scripts at this time; right?

2 A. Yes.

3 Q. And this is a plan that you would have  
4 written up and created; right?

5 A. Yes.

6 Q. And you would have shared it with your  
7 superiors at the company, including your immediate  
8 supervisor; right?

9 A. Yes.

10 Q. And if your immediate supervisor had any  
11 objections or issues with this plan, he would have told  
12 you; right?

13 A. Yes.

14 MR. MAIER: Objection. Form, foundation.

15 MR. ROONEY: Object to form.

16 Q. (By Mr. Faes) And at no time did anyone  
17 ever tell you that there was any problems or issues  
18 with a doctor with a primary specialty of family  
19 medicine being one of your top five targets; right?

20 MR. MAIER: Objection. Form.

21 MR. ROONEY: Object to form.

22 A. Correct.

23 Q. (By Mr. Faes) At no time did anyone ever  
24 tell you that there were any problems or issues with a

1 doctor with a primary specialty of internal medicine  
2 being one of your top five targets; right?

3 MR. MAIER: Objection. Form.

4 MR. ROONEY: Object to form.

5 A. They could have had subspecialties in  
6 pain.

7 Q. (By Mr. Faes) Right, but according to  
8 your list here --

9 A. Uh-huh.

10 Q. -- his primary specialty is listed as  
11 internal medicine; right?

12 A. True.

13 Q. And like I said, you would have shared  
14 this plan with your superiors; right?

15 A. Yes.

16 Q. And nobody at the company ever would  
17 have -- strike that. Nobody at the company ever  
18 expressed to you that there were any problems or issues  
19 with this doctor being one of your top five Actiq  
20 targets; right?

21 A. Correct.

22 MR. MAIER: Objection. Form.

23 MR. ROONEY: Object to form.

24 Q. (By Mr. Faes) And you ultimately would

1 have executed this plan; right?

2 A. Yes.

3 Q. Now, we looked at some documents from two  
4 thou -- you can set that aside. We're done with it.  
5 I'm sorry.

6 A. That's okay.

7 Q. We looked at some documents from 2003 and  
8 2005 regarding your promotion and detailing of Actiq;  
9 right?

10 A. Yes.

11 Q. Do you remember at any time in 2004 anyone  
12 at the company ever telling you that the FDA had  
13 expressed some concerns with the way that the company  
14 was promoting Actiq?

15 MR. ROONEY: Object to form.

16 MR. MAIER: Objection. Form, foundation.

17 A. Repeat that.

18 Q. (By Mr. Faes) Sure. Do you remember at  
19 any time in approximately 2004 or actually anytime, but  
20 do you remember anyone at the company telling you that  
21 the FDA had expressed some concerns about the way that  
22 the -- the way -- strike that. Let me ask a simple,  
23 less verbose question.

24 Do you remember anyone at the company ever

1     telling you that the FDA had told Cephalon that they  
2     had a problem or issue with the way the company was  
3     promoting Actiq?

4             A.     I don't remember that.

5             MR. MAIER:   Objection.

6             MR. ROONEY:   Object to form.

7             Q.     (By Mr. Faes)   I'm going to hand you  
8     what's been marked as Exhibit Number 19 -- whoops -- to  
9     your deposition.

10            [Exhibit Teva-Sippial-019

11            marked for identification.]

12            MR. FAES:   And Mike, we're going back to  
13     14, so we're going to the one I just skipped over.   And  
14     this is a letter and attachment from the FDA to the  
15     company, and it's from 2004, and you see it states,  
16     Dear Marchione, please refer to the meeting between  
17     representatives of your firm and DDMAC on August 30th,  
18     2004.   The purpose of the meeting was to discuss  
19     Cephalon's concern with the DDMAC review process for  
20     Actiq and to discuss DDMAC's concerns with Cephalon's  
21     promotional activities for Actiq.   Do you see that?

22            A.     Yes.

23            Q.     And you understand from your long  
24     experience in the industry, the pharmaceutical

1 industry, that DDMAC is the enforcement arm of the FDA;  
2 right?

3 A. Yes.

4 MR. MAIER: Objection. Form.

5 Q. (By Mr. Faes) So if you turn to the next  
6 page. What's attached is titled industry meeting  
7 minutes dated August 34th (sic), 2004. Do you see  
8 that?

9 A. Yes.

10 Q. And you see that there were six senior  
11 people from Cephalon at that meeting? You see that  
12 down on the left?

13 A. Yes.

14 Q. And Andy Pyfer. You know who that is;  
15 right?

16 A. Yes.

17 Q. He was the product director for Actiq at  
18 that time; right?

19 A. Yes.

20 Q. And if you look down in background, do you  
21 see where it states following a July 14th, 2004,  
22 meeting between Cephalon, the division of anesthetics,  
23 critical care, and addiction drug products and the  
24 division of drug marketing, advertising, and

1 communications, which is DDMAC, Cephalon requested a  
2 follow-up meeting with DDMAC to discuss concerns  
3 regarding review process for its promotional pieces.

4 DDMAC agreed to meet with Cephalon and  
5 also stated that it would like to discuss various  
6 concerns DDMAC had regarding promotion of Actiq,  
7 including concerns regarding information about  
8 Cephalon's promotion that was provided by Cephalon  
9 during the July 14th, 2004, joint meeting and in  
10 Cephalon's briefing package for the July 14th, 2004,  
11 meeting. Do you see that?

12 A. Yes.

13 Q. And you see down in Section A it states  
14 concerns regarding promotion. Do you see that?

15 A. Yes.

16 Q. It states DDMAC expressed significant  
17 concerns about the increasing off-label use of Actiq  
18 particularly in light of the risk management plan that  
19 is in effect for Actiq, which mandates that among other  
20 things the company act to prevent against improper  
21 patient selection. Do you see that?

22 A. Yes.

23 Q. And this is referring to the risk  
24 management plan that we looked at earlier today; right?

1 A. Yes.

2 Q. And you were aware that that risk  
3 management plan was in place and was supposed to be  
4 followed when you were promoting and/or detailing  
5 Actiq; right?

6 A. Yes.

7 MR. MAIER: Objection. Form.

8 Q. (By Mr. Faes) Did anyone at the company  
9 tell you that -- in 2004 that DDMAC at the FDA  
10 expressed to Cephalon significant concerns about the  
11 increasing off-label use of Actiq?

12 A. I don't remember.

13 MR. MAIER: Objection. Form.

14 MR. ROONEY: Object to form.

15 Q. It goes on to say DDMAC reminded Cephalon  
16 that off-label promotion is illegal, especially with a  
17 drug risk profile like Actiq, raises significant health  
18 concerns. Do you see that?

19 A. Yes.

20 Q. And you'd agree with me that that's true,  
21 right, that off-label promotion is illegal? We covered  
22 that earlier; right?

23 A. Yes.

24 Q. And that a product like Actiq, which is a

1 highly-addictive and highly-potent opioid, has a unique  
2 risk profile; right?

3 A. Yes.

4 MR. MAIER: Objection. Form.

5 MR. ROONEY: Object to form.

6 Q. (By Mr. Faes) It has a risk profile that  
7 can raise significant health concerns if it's not  
8 prescribed properly; right?

9 MR. MAIER: Objection. Form.

10 MR. ROONEY: Object to form.

11 A. Correct.

12 Q. (By Mr. Faes) If you go on to the  
13 following page, it states that DDMAC expressed concerns  
14 that as indicated by Cephalon's briefing package and  
15 presentation on the July 14th, 2004, meeting, the  
16 company targets physicians for Actiq promotion purely  
17 based on the number of opioid prescriptions they write,  
18 and the company is making no effort to screen these  
19 targeted physicians to determine whether they treat  
20 cancer patients and thus would be appropriate to be  
21 detailed on Actiq given its limited indication -- i.e.,  
22 management of breakthrough cancer pain in patients with  
23 malignancies who are already receiving and who are  
24 tolerant to opioid therapy for their underlying

1 persistent cancer pain. Do you see that?

2 A. Yes.

3 Q. Did anyone at the company ever tell you  
4 that the FDA had concerns that Cephalon was targeting  
5 physicians for detailing of Actiq based solely on the  
6 number of opioid prescriptions that they write and that  
7 that was inappropriate?

8 MR. MAIER: Objection. Form.

9 MR. ROONEY: Object to form.

10 A. I don't remember.

11 Q. (By Mr. Faes) If somebody had told you  
12 that, it's fair to say it would probably stick out in  
13 your mind; right?

14 A. Yes.

15 MR. MAIER: Objection. Form.

16 MR. ROONEY: Object to form.

17 Q. (By Mr. Faes) And if somebody had told  
18 you that it's probably fair to say that there would be  
19 some retraining or some changing in the way that you  
20 were promoting and detailing Actiq at this time; right?

21 A. True.

22 MR. ROONEY: Object to form.

23 MR. MAIER: Objection. Form, foundation.

24 Q. (By Mr. Faes) Do you remember any

1 significant changes to the way you promoted and  
2 detailed Actiq at this time in 2004?

3 MR. MAIER: Objection. Form.

4 MR. ROONEY: I'll object to form as well.

5 A. I don't remember. I don't recall  
6 specifically.

7 Q. (By Mr. Faes) Did anyone ever tell you  
8 that the FDA had exper -- strike that. Did anyone ever  
9 tell you that the FDA had expressed to Cephalon that  
10 the company was making no effort to screen out their  
11 targeted physicians to determine whether they treat  
12 cancer patients and thus would be appropriate to be  
13 detailed on Actiq given its limited indication?

14 MR. MAIER: Object to form.

15 MR. ROONEY: Object to the form.

16 A. Could you narrow that question down --

17 Q. (By Mr. Faes) Sure. Did anyone ever tell  
18 you that the FDA had expressed to Cephalon that they  
19 were concerned the company was making no effort to  
20 screen out their targeted physicians?

21 A. No one ever expressed that to me.

22 MR. MAIER: Objection. Form.

23 MR. ROONEY: Object to form.

24 Q. (By Mr. Faes) You can set that aside.

1 I'm going to hand you what's been marked as Exhibit  
2 Number 20 to your deposition.

3 [Exhibit Teva-Sippial-020  
4 marked for identification.]

5 MR. FAES: And this is 17, Mike. I think  
6 we're back on track number-wise.

7 Q. (By Mr. Faes) This is an e-mail and  
8 attachment from a Philip Tocco to you. You see Laura  
9 Mosley-Speaks there, right, and others?

10 A. Yes.

11 Q. Dated January 24th of 2006; right?

12 A. Yes.

13 Q. And at this time Philip Tocco would have  
14 been your immediate superior, right -- your immediate  
15 boss?

16 A. Correct.

17 Q. And it's got an attachment titled repeat  
18 off-label prescribers; right?

19 A. Yes.

20 Q. And this is an e-mail and attachment that  
21 you would have received; right?

22 A. Yes.

23 Q. And this was something that was sent out  
24 in the ordinary course of business at your company to

1 the sales reps; right?

2 A. Yes.

3 MR. ROONEY: Object to form.

4 Q. (By Mr. Faes) And if you turn to the  
5 third page in of this, you see that a Dr. B. Reddy is  
6 listed there.

7 A. Yes.

8 Q. From Dayton, Ohio? And if you look at the  
9 top it says global product safety has identified these  
10 health care providers as repeat off-label prescribers.  
11 Bolded names had multiple listings for the month. Do  
12 you see that?

13 A. Yes.

14 Q. So Dr. Reddy -- that was a doctor that you  
15 would have called on in Dayton; right?

16 A. Correct.

17 Q. And you would have been notified that he  
18 was a repeat off-label prescriber of Actiq at this time  
19 in 2006; right?

20 MR. MAIER: Objection. Form.

21 A. Two thousand --

22 Q. (By Mr. Faes) The e-mail is dated 2006.  
23 The --

24 A. Oh. Yes.

1 Q. I realize the list says 2005 but I'm  
2 assuming you weren't notified until you got the e-mail  
3 in 2006?

4 A. Okay. Correct.

5 Q. And you would have continued to call on  
6 Dr. Reddy after receiving this; right?

7 A. Yes.

8 MR. ROONEY: Object to form.

9 Q. (By Mr. Faes) And in fact, would it  
10 surprise you to learn that Dr. Reddy actually became a  
11 speaker for Fentora on more -- and spoke for Fentora on  
12 more than one occasion?

13 MR. ROONEY: Object to form.

14 A. I don't remember him being a speaker.

15 Q. (By Mr. Faes) Well, I'll represent to you  
16 that he spoke on Fentora at least twice. Would that  
17 surprise you to learn that?

18 MR. ROONEY: Object to form.

19 A. No.

20 Q. (By Mr. Faes) And when I say spoke on  
21 Fentora, I mean spoke for Fentora in a  
22 company-sponsored Cephalon speaker program. Would that  
23 surprise you?

24 MR. ROONEY: Object to form.

1 A. No.

2 Q. (By Mr. Faes) And that wouldn't surprise  
3 you because again, being a repeat off-label prescriber  
4 for Actiq wouldn't necessarily disqualify you from  
5 being a company-sponsored speaker for either Actiq or  
6 Fentora; right?

7 MR. MAIER: Object to form.

8 MR. ROONEY: Object to form.

9 A. Repeat that.

10 Q. (By Mr. Faes) You'd agree then that it  
11 wouldn't surprise you that Dr. Reddy spoke in a  
12 company-sponsored program for Fentora because being a  
13 repeat off-label prescriber for Actiq or Fentora  
14 wouldn't necessarily disqualify you from that; right?

15 MR. MAIER: Objection. Form.

16 MR. ROONEY: Same objection.

17 A. No. I never used him, but I don't know  
18 who did.

19 Q. (By Mr. Faes) Right, but my question is  
20 you'd agree with me that being a repeat off-label  
21 prescriber for either Actiq or Fentora wouldn't  
22 necessarily disqualify you from being a speaker in a  
23 company-sponsored program for those products in the  
24 future; right?

1 MR. ROONEY: Object to form.

2 A. I guess not.

3 MR. MAIER: Objection. Form, foundation.

4 Q. (By Mr. Faes) I'm going to hand you  
5 what's been marked as Exhibit Number 22 to your  
6 deposi -- or no, I already marked it as 21. I'm going  
7 to hand you what's been marked as Exhibit Number 21 to  
8 your deposition.

9 [Exhibit Teva-Sippial-021  
10 marked for identification.]

11 Q. And this is another e-mail and attachment  
12 from Mr. Tocco to you, and this one is dated about two  
13 months later on March 14th of 2006. Do you see that?

14 A. Yes.

15 Q. And again, it's attaching a Actiq repeat  
16 off-label prescriber list; right?

17 A. Yes.

18 Q. And if you go to the fourth page -- one,  
19 two, three, four, five.

20 MR. FAES: Which I think is the sixth page  
21 for you, Mike. You know what? That's it.

22 Q. (By Mr. Faes) And if you look down at the  
23 second from the bottom left, there's a Dr. Gladstone  
24 McDowell listed there. Do you see that?

1 A. Yes.

2 Q. And he's listed in -- I'm sorry. Strike  
3 that. I'm not asking about Dr. Gladstone McDowell  
4 because he wouldn't have been in your territory; right?

5 A. No.

6 Q. So if you look at the bottom left-hand  
7 corner there you see a Dr. Hal S. Blatman. Do you see  
8 that?

9 A. Yes.

10 Q. And he was in Cincinnati, Ohio; right?

11 A. Yes.

12 Q. And so at this time in March of 2006 you  
13 would have been notified that Dr. Blatman was a repeat  
14 off-label prescriber for Actiq; right?

15 A. Yes.

16 MR. MAIER: Objection. Form.

17 Q. (By Mr. Faes) And you still would have  
18 continued calling on him for Actiq and later Fentora;  
19 right?

20 MR. MAIER: Objection. Form.

21 MR. ROONEY: Object to form.

22 A. If he wrote off-label he must also have  
23 had cancer patients, because we wouldn't have been in  
24 there if he just wrote off-label.

1 Q. (By Mr. Faes) I understand. But my  
2 question is after having received this list indicating  
3 that he was a repeat off-label prescriber for Actiq,  
4 you would have continued calling on him; right?

5 MR. MAIER: Objection. Form.

6 MR. ROONEY: Object to form.

7 Q. (By Mr. Faes) For Actiq and Fentora?

8 A. I guess so.

9 MR. ROONEY: Don't guess.

10 Q. (By Mr. Faes) And what is --

11 A. What?

12 MR. ROONEY: Don't guess if you don't  
13 know.

14 A. I --

15 Q. (By Mr. Faes) Do you have any reason to  
16 think that you stopped calling on Dr. Blatman after  
17 receiving this list in March of 2006?

18 A. No.

19 Q. And would it surprise you to learn that  
20 Mr. Blatman actually became a speaker for Fentora and  
21 spoke at company-sponsored programs for Fentora at  
22 least six times?

23 MR. ROONEY: Object --

24 MR. MAIER: Objection. Form.

1 MR. ROONEY: Object to form.

2 A. No.

3 Q. (By Mr. Faes) And again, that wouldn't --  
4 strike that. And again, it wouldn't surprise you that  
5 Dr. Blatman went on to become a speaker for Fentora  
6 even though he was on the repeat off-label prescribers  
7 list for Actiq because there was no company policy  
8 prohibiting people who were on this list from being a  
9 company-sponsored speaker; right?

10 A. Correct.

11 MR. MAIER: Object to form.

12 MR. ROONEY: Object to form.

13 Q. (By Mr. Faes) I'm just looking for that.  
14 I'll just skip to the next one and we'll come back to  
15 that. I'm going to hand you what's been marked as  
16 Exhibit Number 22 to your deposition.

17 [Exhibit Teva-Sippial-022  
18 marked for identification.]

19 MR. FAES: And Mike, I'm jumping one to 20  
20 and I think I'm going to come back to 19 when I'm done  
21 with this one. Oh, yeah. I keep looking at you. I'm  
22 getting my -- I'm getting the roles mixed up.

23 TRIAL TECHNICIAN: It's Shawn.

24 MR. FAES: There are so many support staff

1 here.

2 Q. (By Mr. Faes) So Exhibit -- what number  
3 does that have on it?

4 TRIAL TECHNICIAN: 22.

5 A. 22.

6 Q. (By Mr. Faes) So Exhibit Number 22 is an  
7 e-mail and attachment, and the attachment is labeled  
8 Actiq promotional guidelines. Do you see that?

9 A. Yes.

10 Q. And this -- the first line of this  
11 indicates that the PCS, meaning pain care sales force,  
12 would have implemented this algorithm throughout the  
13 Actiq life cycle. Do you see that?

14 A. Yes.

15 Q. So let's take a look at this promotional  
16 guideline. If you can turn actually to the very last  
17 page of this. No. I'm sorry. The second-to-last page  
18 of this. And this is a decision tree that would have  
19 been implemented by the pain care sales force during  
20 the lifetime of Actiq; right?

21 A. Yes.

22 MR. MAIER: Objection. Form.

23 MR. ROONEY: Object to form.

24 Q. (By Mr. Faes) And you can see at the top

1 of it there's a decision tree and it starts with Actiq  
2 prescribers outside the target universe, open the call  
3 with the following question. Do you have the potential  
4 to treat patients with cancer pain. Do you see that?

5 A. Yes.

6 Q. And that's a way that you as a sales rep  
7 for Actiq were trained to open a sales call on -- to a  
8 potential physician that you had called on for the  
9 first time; right?

10 A. Yes.

11 MR. ROONEY: Object to form.

12 Q. (By Mr. Faes) And if the physician  
13 responds no, it directs you to support by providing  
14 Actiq safety and efficiency info, provide coupons and  
15 welcome kits, and limit calls to 12 times a year;  
16 right?

17 A. Yes.

18 Q. So that's the instruction from the company  
19 on what you were to do as a sales rep for Actiq even if  
20 a physician responded no to the question do you have  
21 the potential to treat patients with cancer pain;  
22 right?

23 MR. MAIER: Objection. Form.

24 MR. ROONEY: Object to form.

1 A. Correct.

2 Q. (By Mr. Faes) So even if a doctor on a  
3 sales call told you he didn't have the potential to  
4 treat patients with cancer pain, you could still call  
5 on that physician but you were supposed to limit it to  
6 12 times a year; right?

7 A. Yes, according to this.

8 Q. And you can still provide coupons and  
9 welcome kits; right?

10 A. Yes.

11 Q. And coupons and welcome kits -- those are  
12 vouchers that the patient can use to get Actiq for free  
13 or at a reduced cost while the patient tries it out;  
14 right?

15 MR. MAIER: Objection. Form.

16 A. Yes.

17 Q. (By Mr. Faes) And that's intended to get  
18 the patient titrated to the right dose and see if the  
19 product works for them; right?

20 MR. MAIER: Objection. Form.

21 MR. ROONEY: Object to form.

22 A. Yes.

23 Q. (By Mr. Faes) And you learned as a sales  
24 representative that those coupons were a highly

1 effective tool available to you in promoting and  
2 detailing Actiq; right?

3 A. Yes.

4 MR. ROONEY: Object to form.

5 Q. (By Mr. Faes) In fact, you learned that  
6 of the --

7 MR. MAIER: Objection. Form.

8 Q. (By Mr. Faes) Isn't it true that you  
9 learned that of the various promotional or detail tools  
10 available to you, that coupons or vouchers had the  
11 highest ROI or return on investment of the various  
12 tools available to you?

13 MR. MAIER: Objection. Form, foundation.

14 MR. ROONEY: Object to form.

15 A. I don't know.

16 Q. (By Mr. Faes) Did you come to learn that  
17 the -- that studies were done on the coupons or  
18 vouchers and they could have up to 200 percent return  
19 on investment from those coupons or vouchers?

20 A. I don't remember that.

21 MR. MAIER: Objection. Form, foundation.

22 Q. (By Mr. Faes) But at any rate you do  
23 remember that they were frequently used and were one of  
24 the most effective marketing tools that you had; right?

1 A. Yes.

2 MR. ROONEY: Object to form.

3 MR. MAIER: Objection. Form.

4 Q. (By Mr. Faes) And many of the patients,  
5 once they tried Actiq, using the coupons and getting it  
6 for free or reduced cost, many of those patients  
7 continued to use Actiq after that; right?

8 MR. MAIER: Objection. Form, foundation.

9 MR. ROONEY: Object to form.

10 A. I don't know.

11 Q. (By Mr. Faes) Well, that's why it was so  
12 effective; right?

13 MR. MAIER: Objection. Form.

14 MR. ROONEY: Object to form.

15 A. Repeat.

16 Q. (By Mr. Faes) I mean, that's why the  
17 coupons were so effective, is because a lot of people  
18 that used them -- and that's why it had a high ROI, is  
19 because a lot of the patients who got the coupons used  
20 the coupons and continued on --

21 A. Yes.

22 Q. -- with the product; right?

23 MR. ROONEY: Object to form.

24 Q. (By Mr. Faes) It makes sense; right?

1 A. Yes.

2 MR. MAIER: Objection. Form.

3 MR. ROONEY: Objection.

4 Q. (By Mr. Faes) And this is -- this  
5 instruction, this document that we're looking at, this  
6 decision tree -- this is instructions that would have  
7 been given to you by your superiors about detailing and  
8 promoting Actiq, and you would have followed their  
9 instructions; right?

10 A. Yes.

11 MR. MAIER: Objection. Form.

12 MR. ROONEY: Object to form.

13 MR. FAES: So I'm going back to 19 now,  
14 Mike.

15 [Discussion off the record.]

16 Q. (By Mr. Faes) Ms. Sippial, I'm going to  
17 hand you what's been marked as Exhibit Number 23 to  
18 your deposition.

19 [Exhibit Teva-Sippial-023

20 marked for identification.]

21 Q. And this an e-mail from your supervisor,  
22 Philip Tocco, to you, dated April 28th of 2006; right?

23 A. Yes.

24 Q. And it states on a recent e-mail I

1 stressed our need to pay more attention to your top  
2 prescribers. These are the doctors who are really  
3 going to drive your business for the remainder of the  
4 year. Below is a list of your top 20 Actiq unit  
5 prescribers for Quarter 1 to the day.

6 I have highlighted these doctors which  
7 have less than four calls over the last 90 days. Let's  
8 pay special attention to all those doctors and keep  
9 growing the positive sales trends that I'm seeing in  
10 your territory so far in 2006. Do you see that?

11 A. Yes.

12 Q. And that's instructions from Philip Tocco  
13 to you; right?

14 A. Yes.

15 Q. And you would have received this e-mail;  
16 right?

17 A. Yes.

18 Q. And you would have tried to follow your  
19 supervisor's instructions to the best of your ability;  
20 right?

21 A. Correct.

22 MR. ROONEY: Object to form.

23 Q. (By Mr. Faes) And if you look down, it's  
24 got kind of a code. Last name, first name, specialty

1 group, and specialty. Right?

2 A. Yes.

3 Q. And if you look down, the first physician  
4 on this list that Mr. Tocco thinks that you should pay  
5 special attention to is a Dr. Mitchell Simons. Right?

6 A. Yes.

7 MR. MAIER: Objection. Form.

8 Q. (By Mr. Faes) And going to the special  
9 page, there's a Dr. Akbik. Do you see that?

10 A. Yes.

11 Q. So that was a doctor that your boss wanted  
12 you to pay special attention to; right?

13 A. Yes.

14 MR. MAIER: Objection. Form.

15 Q. (By Mr. Faes) And you knew that -- came  
16 to learn at some point that Dr. Akbik did write Actiq  
17 off-label at times; right?

18 MR. MAIER: Objection. Form.

19 MR. ROONEY: Object to form.

20 A. I don't recall his name being on a list.

21 Q. (By Mr. Faes) Well, we'll look at some  
22 documents with him later.

23 A. Okay.

24 Q. And another person that your boss, Philip

1 Tocco, says you should pay special attention to with  
2 regard to Actiq is Hal Blatman; right?

3 A. Yes.

4 Q. And as we saw, he was on the repeat  
5 off-label prescriber list from a couple of months ago;  
6 right?

7 A. Yes.

8 Q. And so your boss is still saying to pay  
9 special attention to him even though he's been on that  
10 repeat off-label list; right?

11 A. Yes.

12 MR. ROONEY: Object to form.

13 Q. (By Mr. Faes) And if you turn to the  
14 following page you've got a Dr. Timothy Smith, and his  
15 primary specialty is as a primary care provider in  
16 family medicine; right?

17 A. Yes.

18 MR. MAIER: Objection. Form.

19 Q. (By Mr. Faes) And that's somebody that  
20 was a top prescriber for you at the time; right?

21 A. Yes.

22 MR. MAIER: Objection. Form.

23 Q. (By Mr. Faes) And that's somebody who  
24 your boss told you to pay special attention to when

1 detailing Actiq; right?

2 A. Yes.

3 MR. MAIER: Objection. Form.

4 Q. (By Mr. Faes) And the last name on the  
5 list is Dr. Rajbir Minhas; right?

6 A. Yes.

7 Q. And his primary specialty is primary care  
8 physician and internal medicine; right?

9 A. Yes.

10 Q. And that's somebody that was one of your  
11 top Actiq prescribers at this time; right?

12 A. Yes.

13 MR. MAIER: Object --

14 Q. (By Mr. Faes) And this is someone that  
15 despite his specialty -- his subspecialty, your boss  
16 instructed you to pay special attention to when  
17 promoting and detailing Actiq; right?

18 A. Yes.

19 MR. MAIER: Object to form.

20 Q. (By Mr. Faes) And in fact, that's  
21 actually the doctor that it was alleged Dr. Akbik gave  
22 a Cephalon speaker program to; right?

23 A. Correct.

24 Q. And that's the speaker program that

1 ultimately led to your separation from Cephalon; right?

2 A. Correct.

3 Q. And if you turn to the following pages --  
4 page. You've got a Dr. Mark Rorrer on this list;  
5 right?

6 A. Yes.

7 Q. And again, his primary specialty is  
8 primary care physician and family medicine; right?

9 A. Yes.

10 MR. MAIER: Objection. Form.

11 Q. (By Mr. Faes) And despite that  
12 subspecialty he was not only a top prescriber of Actiq  
13 but someone that your boss, Michael Morreale, told you  
14 you should pay special attention to in April of 2006;  
15 right?

16 MR. MAIER: Objection. Form.

17 MR. ROONEY: Object to form.

18 A. Yes.

19 Q. (By Mr. Faes) And following page you've  
20 got a Dr. Jose Martinez; right?

21 A. Yes.

22 Q. And again, a primary care physician and  
23 internal medicine subspecialty; right?

24 A. Yes.

1 Q. And again, one of your top prescribers and  
2 somebody that you were instructed to pay special  
3 incident to; right?

4 A. Yes.

5 MR. MAIER: Object to form.

6 MR. ROONEY: Object to form.

7 Q. (By Mr. Faes) And last page, I swear.  
8 And you've got a Dr. Mark Thomas on the following page  
9 who's got a primary subspecialty listed of primary care  
10 physician and family medicine; right?

11 A. Yes.

12 MR. MAIER: Objection. Form.

13 Q. (By Mr. Faes) And again, this is somebody  
14 who was one of your top Actiq prescribers and someone  
15 that your boss told you you should pay special  
16 attention to despite his subspecialty; right?

17 A. Yes.

18 MR. MAIER: Objection. Form.

19 MR. ROONEY: Object to form.

20 Q. (By Mr. Faes) And you've got a Dr. Victor  
21 Angel. Did I get the last name and first name right?

22 A. Correct.

23 Q. And again, this is a doctor that's listed  
24 with a primary specialty of primary care physician and

1 family medicine; right?

2 A. Yes.

3 MR. MAIER: Objection. Form.

4 Q. (By Mr. Faes) And despite his  
5 subspecialty this is someone who's both a top Actiq  
6 prescriber and someone your boss told you you should  
7 pay special attention to; right?

8 A. Yes.

9 MR. MAIER: Objection. Form.

10 MR. ROONEY: Object to form.

11 Q. (By Mr. Faes) So at this time in 2006 you  
12 would agree with me that at least six of your top  
13 prescribers of Actiq were people who either didn't have  
14 a specialty either in oncology or pain management,  
15 according to what was assigned to them by the company,  
16 or were on the repeat off-label prescriber list; right?

17 MR. MAIER: Objection. Form.

18 MR. ROONEY: Object to form.

19 A. Yes.

20 Q. (By Mr. Faes) And despite that, you'd  
21 agree that your boss, Philip Tocco, in 2006 directed  
22 you to continue to call on them and -- not only to call  
23 on them but to pay special attention to them because  
24 they were top prescribers; right?

1 A. Yes.

2 MR. MAIER: Objection. Form.

3 MR. ROONEY: Object to form.

4 Q. (By Mr. Faes) Do you want to take a break  
5 or do you want to go about -- because this section is  
6 going to get a little long, so --

7 MR. ROONEY: Let's take a break.

8 A. Yeah, let's take a break.

9 THE VIDEOGRAPHER: We are going off the  
10 record at 2:50 PM.

11 [A brief recess was taken.]

12 THE VIDEOGRAPHER: We are back on the  
13 record at 3:04 PM.

14 Q. (By Mr. Faes) Ms. Sippial, we're back on  
15 the record after a short break. Are you ready to  
16 proceed?

17 A. Yes.

18 Q. So now what I want to talk to you about is  
19 your early -- your very first calls with Actiq and some  
20 of your call notes. Okay?

21 A. Yes.

22 Q. So I'm going to hand you first what's been  
23 marked as Exhibit Number 24. You can probably just set  
24 it aside because that's what I'm going to do.

1 [Exhibit Teva-Sippial-024

2 marked for identification.]

3 A. Okay.

4 Q. Because it's going to be too small for you  
5 to read.

6 A. Yeah. Wow.

7 Q. These are your call notes. I'll represent  
8 to you -- and just for the record, Bates number is  
9 02416207. These are some of your call notes. So now  
10 I'm going to hand you what's been marked as Exhibit  
11 Number 25, which is the same document -- it's Exhibit  
12 Number 24 blown up so that we can see the comments, the  
13 name, your name, the specialty, and the date. Okay?

14 [Exhibit Teva-Sippial-025

15 marked for identification.]

16 A. Okay.

17 Q. And I just do that because if I don't mark  
18 the whole thing somebody will squawk that you didn't  
19 get to see the whole document or something like that.

20 A. Okay.

21 MR. FAES: Are we still -- we're not  
22 muted, are we?

23 Q. (By Mr. Faes) So Exhibit Number 25 is  
24 some of your call notes. You can see that --

1 MR. FAES: Can we put them up on the  
2 screen? Looking at -- this is 22.

3 Q. (By Mr. Faes) So the first entry on your  
4 call notes is -- on this one is February 27th, 2001;  
5 right?

6 A. Yes.

7 Q. And I'll represent to you that we've  
8 looked at your call notes, and the first call note that  
9 we can find from you ever is dated the day before this  
10 on February 26th of 2001.

11 A. Okay.

12 Q. Is that consistent with when you would  
13 have -- your memory of when you first would have gotten  
14 into the field promoting and detailing Actiq?

15 A. Yes.

16 Q. So you see the rep name is you, Laura  
17 Mosley-Speaks, which was your name up until about 2007;  
18 right?

19 A. Yes.

20 Q. The first entry is for a Dr. Nilesh  
21 Jobalia; right?

22 A. Yes.

23 Q. And it has a specialty. He's an  
24 anesthesiologist or kind of a pain management

1 specialist; right?

2 A. Yes.

3 Q. And you look at your call comments. It  
4 says discussed where he uses Actiq. Malignant and  
5 nonmalignant pain. Having problems with pharmacy  
6 stocking, has cancer in patients on 1,600 micrograms.  
7 Beverly set up lunch 3-14, Skilled Care Pharmacy, and a  
8 phone number. Do you see that?

9 A. Yes.

10 Q. So these are call notes that would have  
11 been entered by you about Dr. Jobalia; right?

12 A. Yes.

13 Q. And you note that on your very first visit  
14 with him he notes that he uses Actiq for both malignant  
15 and nonmalignant pain; right?

16 A. Yes.

17 Q. And that's basically telling you he uses  
18 it for both cancer and noncancer pain; right?

19 A. Yes.

20 Q. So he's basically indicating to you on  
21 your very first visit with him, which is probably only  
22 your second day out as a sales representative for  
23 Actiq, that he's using Actiq off-label; right?

24 MR. MAIER: Objection. Form.

1 MR. ROONEY: Object to form.

2 A. Yes.

3 Q. (By Mr. Faes) And if you look at -- well,  
4 strike that. And you'd agree with me that you  
5 continued to call on Dr. Nilesh Jobalia at least  
6 through 2008; correct?

7 A. Yes, if he was using it for nonmalignant  
8 pain, I was responsible for going in there and telling  
9 him what the indication was and to gear him towards  
10 prescribing it for malignant pain.

11 Q. So if we can look at the third call note  
12 down. This one is dated March 8th of 2001. Do you see  
13 that?

14 A. Yes.

15 Q. And this is for a Dr. Lynda Groh; right?

16 A. Yes.

17 Q. And your notes written by you are had  
18 lunch, had buy-in with using Actiq. Gave equal chart.  
19 What does that stand for?

20 A. Equal analgesic chart.

21 Q. So that's kind of a conversion chart --

22 A. Yes.

23 Q. -- to help them with appropriate doses of  
24 Actiq?

1 A. Yes.

2 Q. And he says concerned about co-pay and  
3 what is needed to genit paint (ph) it for patients that  
4 have nonmalignant pain. Do you see that?

5 A. Yeah. I don't know.

6 Q. What is genit paint it for patients that  
7 have nonmalignant pain?

8 A. I don't know. I have no clue.

9 Q. But at any rate, this indicates that he's  
10 inquiring -- making inquiries to you about using Actiq  
11 for nonmalignant or noncancer pain; right?

12 MR. ROONEY: Object to form.

13 A. Yes.

14 Q. (By Mr. Faes) So on this visit, Dr. Grow  
15 is asking you for information about the use of Actiq  
16 and off-label indications; right?

17 A. Yes.

18 MR. MAIER: Object to form.

19 Q. (By Mr. Faes) If you look at the fourth  
20 note down, you've got a call dated March 9th of 2001  
21 to -- who's that doctor?

22 A. Dr. Sudarshan.

23 Q. So with Dr. Sudarshan, your call notes are  
24 lunch. He was concerned about whether or not it was

1 covered by Medicare. I told him I would get back to  
2 him. He has an older patient who has lower back pain.  
3 Do you see that?

4 A. Yes.

5 Q. So those are the call notes that you would  
6 have entered on that visit; right?

7 A. Yes.

8 Q. And this is indicating that this doctor  
9 whose name I can't pronounce is --

10 A. Sudarshan.

11 Q. Is considering using Actiq for an  
12 off-label indication, namely lower back pain; right?

13 A. It's possible that --

14 MR. ROONEY: Object to form.

15 MR. MAIER: Objection. Form.

16 A. -- cancer. Back pain.

17 Q. (By Mr. Faes) It's possible?

18 A. Yes.

19 Q. But you didn't note that the patient has  
20 cancer or that it's cancer-related lower back pain in  
21 your call notes; right?

22 A. I did not.

23 Q. If you go to the next call note down,  
24 you've got another call to Dr. Nilesh Jobalia; right?

1 A. Yes.

2 Q. And this is the doctor earlier that  
3 indicated in the first entry that he was using it for  
4 both cancer and noncancer pain; right?

5 A. Correct.

6 Q. And you note lunch. Found out that he  
7 went to the last speakers' bureau meeting when it was  
8 Anesta. Likes to use meds of the same molecule.  
9 Easier to titrate. Just put a young boy on Actiq.  
10 Will see him Friday at Drake hospital. Almost never  
11 uses Actiq for cancer patients. Does not use his --  
12 does not use coupons. Right?

13 A. Correct.

14 Q. So those are the notes that you would have  
15 made at that time; right?

16 A. Yes.

17 Q. And then you say preceptorship in all  
18 caps; right?

19 A. Yes.

20 Q. So first of all, he indicated to you that  
21 he put a young boy on Actiq; right?

22 A. Yes.

23 Q. And you know that that's off-label because  
24 Actiq doesn't have a pediatric indication; right?

1 MR. MAIER: Object to form.

2 MR. ROONEY: Object to form.

3 A. Young boy could have been 18, not --

4 Q. (By Mr. Faes) But you'd agree with me  
5 that --

6 A. It doesn't have a pediatric indication,  
7 no.

8 Q. So you'd agree with me if the boy was a  
9 young boy, meaning under 18, or a minor, that would be  
10 an off-label use because it doesn't have a pediatric  
11 indication; right?

12 A. Correct.

13 MR. MAIER: Object to form.

14 Q. (By Mr. Faes) And you also note that Dr.  
15 Jobalia, who we saw in your 2003 PowerPoint  
16 presentation, was one of your top five prescribers for  
17 Fent -- or for Actiq at that time -- that he almost  
18 never uses Actiq for cancer patients; right?

19 A. Yes.

20 MR. ROONEY: Object to form.

21 Q. (By Mr. Faes) If you look at the  
22 following call note down, you've got another call to  
23 Dr. -- whose name I can't pronounce. Can you say it  
24 again for me?

1 A. Sudarshan. Sudarshan.

2 Q. And this one's dated March 16th of 2001;  
3 right?

4 A. Yes.

5 Q. And you note that you left coupons for him  
6 to use on his patient with chronic back pain. Medicare  
7 does not cover Actiq. Do you see that?

8 A. Yes.

9 Q. So apparently you -- not only did the  
10 patient have chronic back pain, which is an off-label  
11 indication; right?

12 A. Yes.

13 MR. MAIER: Objection. Form.

14 MR. ROONEY: Object to form.

15 Q. (By Mr. Faes) You left coupons for that  
16 doctor to potentially use with that patient with  
17 chronic back pain; right?

18 A. Correct.

19 MR. MAIER: Object to form.

20 MR. ROONEY: Object to form.

21 Q. (By Mr. Faes) It doesn't say anything in  
22 the call notes about this having -- this patient having  
23 cancer or the back pain being cancer-related; right?

24 A. Correct.

1 Q. If you go down two more to the call note  
2 dated June 19th of 2001. You've got a call note with a  
3 Dr. Karen Krone, and your notes are had lunch,  
4 discussed Ms. Snyder and that she was able to titrate  
5 her from two to six -- 200 to 600. Discussed other  
6 patients besides cancer patients that would benefit  
7 from Actiq. Gave Nurse Tracy coupons to place in the  
8 file. Migraines is an area could use it in. Do you  
9 see that?

10 A. Yes.

11 Q. So that indicates that on this date in  
12 June of 2001 that Dr. Krone discussed with you other  
13 patients -- other than cancer patients that might  
14 benefit from Actiq; right?

15 MR. ROONEY: Object to form.

16 MR. MAIER: Objection. Form.

17 A. Yes.

18 Q. (By Mr. Faes) Meaning patients that might  
19 be potentially off-label patients that could use Actiq;  
20 right?

21 A. Correct.

22 MR. ROONEY: Objection.

23 Q. (By Mr. Faes) She's discussing her  
24 potential off-label use of the product with you; right?

1 MR. MAIER: Objection. Form.

2 A. Correct.

3 MR. ROONEY: Same objection.

4 Q. (By Mr. Faes) And she's also discussing  
5 with you potentially using the product to treat  
6 migraines; right?

7 A. Yes.

8 MR. MAIER: Objection. Form.

9 MR. ROONEY: Object to form.

10 Q. (By Mr. Faes) And that's -- strike that.  
11 Migraines is not -- strike that. Migraines is -- would  
12 be an off-label use of the Actiq product; right?

13 A. Correct.

14 MR. ROONEY: Object to form.

15 Q. (By Mr. Faes) And the following one, you  
16 visit with the same doctor about two to three weeks  
17 later on 7-5 of 2001. Do you see that?

18 A. Yes.

19 Q. And your notes are she has found success  
20 in her terminal cancer patient with Actiq. I am now  
21 trying to have her identify patient types -- i.e.,  
22 migraine patients as well as other patients -- other  
23 areas with patients who have breakthrough pain; right?

24 A. Yes.

1           Q.     So does this indicate that you are  
2     actually soliciting Dr. Krone to identify patients who  
3     might be able to use Actiq for migraines?

4                     MR. ROONEY:   Object to form.

5                     MR. MAIER:   Objection.   Form.

6           A.     Other patients that she had brought to my  
7     attention that she was interested in using Actiq in,  
8     not that I was soliciting it.

9           Q.     (By Mr. Faes)   Well, don't you say I am  
10    now trying to have her identify patient types -- i.e.,  
11    migraine patients?

12          A.     Yes.

13          Q.     And does that indicate that you are  
14    soliciting or promoting off-label?

15          A.     It sounds like -- it sounds that way.

16                     MR. ROONEY:   Object to form.

17                     MR. MAIER:   Object to form.

18          Q.     (By Mr. Faes)   So you'd agree it sounds  
19    bad; right?

20                     MR. ROONEY:   Object to form.

21                     MR. MAIER:   Objection.   Form.

22          A.     Yes.

23          Q.     (By Mr. Faes)   You'd agree that it sounds  
24    like you'd promoting Actiq off-label; right?

1 A. Correct.

2 MR. ROONEY: Object to form.

3 MR. MAIER: Object to form.

4 Q. (By Mr. Faes) If you look at the  
5 following call note, again with Dr. Karen Krone. It  
6 states that you spoke with other patient she could be  
7 using Actiq on, says she has a few migraine patients.  
8 Would like to set up a lunch with her with a speaker.  
9 Reminded her of free titration. Do you see that?

10 A. Yes.

11 Q. So this indicates that it looks like in  
12 response to your previous conversation where she's  
13 trying to identify patient types -- other patients who  
14 have breakthrough pain, including patients with  
15 migraines, she's got a few migraine patients; right?

16 MR. ROONEY: Object to form.

17 MR. MAIER: Object to form.

18 A. Yes, it appears that way.

19 Q. (By Mr. Faes) And you're trying to set up  
20 a lunch with her with another speaker, again a  
21 peer-to-peer selling situation or a Cephalon speaker  
22 program where that doctor can educate her on the use of  
23 Actiq for that indication; right?

24 MR. MAIER: Object to form.

1 MR. ROONEY: Object to form.

2 A. For the indication --

3 Q. (By Mr. Faes) For the indication of  
4 migraine patients.

5 MR. MAIER: Object to form.

6 MR. ROONEY: Objection.

7 A. Possibly. I don't know.

8 Q. (By Mr. Faes) You just don't remember?

9 A. I don't remember.

10 Q. If you look at the next sales call note  
11 dated August 30 of 2001, again with this same doctor,  
12 Dr. Karen Krone. It looks like you -- your notes are  
13 that you set up a speaker program with her and other  
14 pain docs for September 28th, interested in using it in  
15 other disease states other than cancer. Dr. Fermanic  
16 (ph) will be speaking for lunch. Do you see that?

17 A. Yes.

18 Q. So this would indicate that even though  
19 Dr. Krone told you that she's included in using it in  
20 disease states other than cancer, you're going to set  
21 her up with a speaker program to where she can learn  
22 from other doctors about the use of Actiq; right?

23 MR. ROONEY: Object to form.

24 MR. MAIER: Objection. Form.

1           A.       Repeat that again. I'm sorry.

2           Q.       (By Mr. Faes) So this would -- I'm going  
3 to ask a different question. So this would indicate  
4 that as of this time in August after seeing Ms. Krone  
5 for about two months, she's still indicating to you  
6 that she's interested in using Actiq in disease states  
7 other than cancer; right?

8                   MR. ROONEY: Object to form.

9           A.       Yes.

10          Q.       (By Mr. Faes) So she's still -- even  
11 after two months she's looking at using it in more  
12 patients off-label; right?

13                  MR. MAIER: Object to form.

14          A.       Yes.

15                  MR. ROONEY: Same objection.

16          Q.       (By Mr. Faes) So we've got another call  
17 on August 30th of 2001, and this is to a David L.  
18 Rucknagel. Is that right?

19          A.       Rucknagel.

20          Q.       And your notes on this call are probe to  
21 find how he RXs or prescribes and what. He has RXed  
22 for nonmalignant pain, i.e., back pain. You see that?

23          A.       Yes.

24          Q.       So this indicates yet another doctor that

1     you're calling on within six months of getting out in  
2     the field is telling you that he's already prescribing  
3     Actiq off-label; right?

4                     MR. MAIER:  Objection.  Form.

5                     MR. ROONEY:  Object to form.

6             A.     Yes.

7             Q.     (By Mr. Faes)  He's already prescribing it  
8     for noncancer pain; right?

9             A.     Yes.

10                    MR. MAIER:  Objection.  Form.

11                    MR. ROONEY:  Object to form.

12             Q.     (By Mr. Faes)  If you turn to the  
13     following page of this document.  You've got a call  
14     again to Dr. Nilesh Jobalia, and this one's dated  
15     September 26th of 2011.  Do you see that?

16             A.     Yes.

17             Q.     And your comment is took manager in with  
18     me, discussed the patient type where he currently uses  
19     Actiq.  Admitted that he has used other SA meds with  
20     different molecules; right?

21             A.     Yes.

22             Q.     And SA meds mean short-acting meds; right?

23             A.     Short-acting.

24             Q.     Said he can do better with Actiq.  Do you

1 see that?

2 A. Yes.

3 Q. So that's you relaying to the office  
4 manager that Dr. Jobalia could be using Actiq and be  
5 getting better relief for his patients than the  
6 short-acting meds he's using correctly; right?

7 A. Correct.

8 MR. MAIER: Object to form.

9 MR. ROONEY: Object to form.

10 Q. (By Mr. Faes) And you say gave Mike the  
11 corporate contribution form. Hopefully this will get  
12 him indebted to me. Do you see that?

13 A. Yeah.

14 Q. What did you mean when you said that?

15 A. I don't recall.

16 Q. Well, apparently your call notes indicate  
17 that you made some kind of corporate contribution --

18 MR. MAIER: Objection. Form.

19 Q. (By Mr. Faes) -- to a charity or  
20 organization on Dr. Jobalia's behalf?

21 MR. ROONEY: Objection to form.

22 MR. MAIER: Objection. Form.

23 A. I don't recall.

24 Q. (By Mr. Faes) Your next call note down is

1       again to a Dr. Karen Krone; right?

2               A.       Yes.

3               Q.       And she's the one that we saw five calls  
4       to earlier where she indicated that she was using Actiq  
5       off-label and looking for using it in her migraine  
6       patients; right?

7               A.       Yes.

8               Q.       And your call comments on this call are  
9       that she's a big fan of Duragesic.

10              A.       Duragesic.

11              Q.       Duragesic. And that's a fentanyl patch;  
12       right?

13              A.       Correct.

14              Q.       So it's essentially the same drug as  
15       Actiq; it's just a different delivery system; right?

16              A.       It's long-acting.

17              Q.       It's a long-acting patch as opposed to a  
18       short-acting rapid-release opioid like the Actiq  
19       lollipop; right?

20              A.       Yes.

21              Q.       And you note that he asked the difference  
22       between cancer pain and nonmalignant pain. Do you see  
23       that?

24              A.       Yes.

1 Q. And is that the -- a typical question that  
2 you would get from a doctor on a sales call?

3 MR. MAIER: Objection. Form.

4 MR. ROONEY: Object to form.

5 A. Not a typical question but it's a question  
6 that you might get.

7 Q. (By Mr. Faes) And that's the type of  
8 question where you might respond with the kind of  
9 tagline that pain is pain; right?

10 MR. MAIER: Objection. Form.

11 MR. ROONEY: Object to form.

12 A. Possibly.

13 Q. (By Mr. Faes) If you look at the next  
14 call note down. It's dated January 23rd, 2002, and  
15 this is a call -- it looks like the first one on this  
16 list to a Dr. Joseph Nichols -- Nicolas; right?

17 A. Nicolas. Uh-huh.

18 Q. And your call notes are that you asked him  
19 what other types of patients he had on Actiq. He said  
20 it worked very well in his migraine patients and asked  
21 if I had any other info for him; right?

22 A. Yes.

23 Q. And you look and see that his specialty  
24 description is neurology; right?

1 A. Yes.

2 Q. So this is another doctor that's  
3 indicating that he's using Actiq for migraine patients  
4 off-label; right?

5 A. Yes.

6 MR. MAIER: Objection. Form.

7 MR. ROONEY: Object to form.

8 Q. (By Mr. Faes) And the next call note you  
9 see is on January 29th of 2002. Do you see that?

10 A. Yes.

11 Q. And it looks like this is already a doctor  
12 that's using Actiq because you start off with thank him  
13 for using Actiq; right?

14 A. Yes.

15 Q. And it states that you offered MIRF info  
16 on migraine patients. He's hav --

17 A. Yes.

18 Q. He's having success in those patients.  
19 Said that I will follow up with him; right?

20 A. Yes.

21 Q. So this is another doctor that's using  
22 Actiq off-label for migraine pain; right?

23 MR. ROONEY: Objection.

24 MR. MAIER: Objection. Form.

1 A. Yes.

2 Q. (By Mr. Faes) And you say that you're  
3 going to continue to follow up with him; right?

4 A. Yes.

5 Q. And you offer to do a medical information  
6 request form for him to get him more information on  
7 Actiq for migraine pain; right?

8 A. Correct.

9 MR. MAIER: Objection. Form.

10 MR. ROONEY: Objection.

11 Q. (By Mr. Faes) And a medical information  
12 request at this time -- you were allowed to fill out  
13 the form and then once it had been approved you were  
14 allowed to drop off that study or whatever was  
15 generated in response to that request personally at the  
16 doctor's office; right?

17 A. I believe it was sent directly to the  
18 doctor.

19 Q. Was there a time when you were allowed to  
20 drop off studies or information that had been generated  
21 in response to a MIRF or a medical information request  
22 personally?

23 A. That I don't remember.

24 Q. And you were trained that that was

1 something that you could and should do if a physician  
2 asked about an off-label use, was you could fill out a  
3 MIRF or a medical information request form; right?

4 A. Yes.

5 MR. ROONEY: Objection. Form.

6 MR. MAIER: Objection. Form.

7 Q. (By Mr. Faes) And those MIRF request  
8 forms could ultimately come from the medical department  
9 and get that doctor information about the effectiveness  
10 of Actiq in off-label indications; right?

11 A. Correct.

12 MR. MAIER: Objection. Form.

13 MR. ROONEY: Object to form.

14 Q. (By Mr. Faes) And you were encouraged to  
15 fill out those requests, right --

16 MR. MAIER: Objection to form.

17 Q. (By Mr. Faes) -- if a doctor had a  
18 question?

19 MR. ROONEY: Object to form.

20 A. Yes, that we couldn't answer as reps.

21 Q. Right. In fact, you were told -- at one  
22 point you were trained that you couldn't MIRF too much;  
23 right?

24 A. That I don't remember.

1 MR. ROONEY: Object to form.

2 Q. (By Mr. Faes) If you look at the  
3 following call note on February 15th of 2002. Got  
4 another call to Dr. Joseph Nicolas, and again, he  
5 indicates that he's interested in information on Actiq  
6 in migraine patients and you wanted to invite him to a  
7 program involving that; right?

8 A. Yes.

9 MR. ROONEY: Object to form.

10 Q. (By Mr. Faes) So apparently at this time  
11 there were programs or medical education programs,  
12 speaker programs that you could invite doctors to that  
13 would specifically discuss the use of Actiq in migraine  
14 patients; right?

15 MR. MAIER: Objection. Form.

16 MR. ROONEY: Object to form.

17 A. It appears so.

18 Q. (By Mr. Faes) And that would be an  
19 indication that would be off-label at this time; right?

20 A. Yes.

21 MR. ROONEY: Objection to form.

22 MR. MAIER: Object to form.

23 Q. (By Mr. Faes) And in fact, two visits  
24 later on March 13th of 2002, you follow up with him and

1     you state asked him how he found about Actiq and if he  
2     would be interested in attending a program on Actiq in  
3     migraine patients. He said yes. Will follow-up.  
4     Right?

5             A.     Yes.

6             Q.     So not only did the program exist, Dr.  
7     Nicolas was interested in attending it; right?

8             A.     Yes.

9             MR. MAIER: Objection. Form.

10            MR. ROONEY: Object to form.

11            Q.     (By Mr. Faes) If you look at the call  
12     note dated March 20th of 2002 to Dr. Niles Jobalia --  
13     do you see that?

14            A.     Yes.

15            Q.     Your notes are -- and this is the doctor  
16     who indicated he rarely uses it in cancer patients;  
17     right?

18            MR. MAIER: Objection. Form.

19            Q.     (By Mr. Faes) We saw that earlier in your  
20     notes?

21            MR. ROONEY: Object to form.

22            A.     From my notes, correct.

23            Q.     (By Mr. Faes) And your notes to Dr.  
24     Jobalia at this time are discussed having diff,

1 discussed Actiq, because the pharm would not give it to  
2 her because of the cancer indication. Pat, meaning  
3 patient, got it from another pharm. Rescheduled him to  
4 talk at UC on April 20th for lunch. Do you see that?

5 A. Yes.

6 Q. So this indicates that Dr. Jobalia wrote  
7 an Actiq prescription off-label, took it to a pharmacy,  
8 and that pharmacy wouldn't fill it initially; right?

9 MR. MAIER: Objection. Form.

10 MR. ROONEY: Object to form.

11 A. Correct.

12 Q. (By Mr. Faes) And so that patient had to  
13 take it to another pharmacy in order to get it filled;  
14 right?

15 A. Yes.

16 MR. MAIER: Objection. Form, foundation.

17 MR. ROONEY: Object to form.

18 Q. (By Mr. Faes) And was that part of your  
19 job, to call on pharmacies as well?

20 A. Yes.

21 Q. Part of your job was to go to pharmacies  
22 and reiterate what the correct indication for Actiq  
23 was; right?

24 A. Yes.

1 Q. And at least one pharmacy apparently  
2 listened to that advice and refused to fill a  
3 prescription because it was written for a noncancer  
4 patient; right?

5 A. Yes.

6 MR. MAIER: Objection. Form. Foundation.

7 MR. ROONEY: Object to form.

8 Q. (By Mr. Faes) And was that part of your  
9 job -- well, strike that. As we discussed, it was also  
10 part of your job to help doctors direct patients to  
11 pharmacies where they could get prescriptions filled;  
12 right?

13 MR. MAIER: Objection. Form.

14 MR. ROONEY: Object to form.

15 A. Yes.

16 Q. (By Mr. Faes) And you also note that you  
17 rescheduled him, meaning Dr. Jobalia, to talk at UC on  
18 April 10th for lunch; right?

19 A. Yes.

20 Q. And so that indicates that Dr. Jobalia is  
21 being used as an Actiq -- company-sponsored Actiq  
22 speaker at that time; right?

23 A. Yes.

24 MR. MAIER: Objection. Form foundation.

1 MR. ROONEY: Object to form.

2 Q. (By Mr. Faes) And as we discussed  
3 earlier, that's something that would have been approved  
4 by your boss and your superiors at the company; right?

5 MR. MAIER: Object to form.

6 A. Yes.

7 MR. ROONEY: Object to form.

8 Q. (By Mr. Faes) So your superiors and your  
9 bosses at the company would have approved Dr. Jobalia  
10 to go out and be a company-sponsored speaker for Actiq  
11 despite the fact that according to your call notes he  
12 wrote very few prescriptions -- Actiq prescriptions for  
13 cancer patients?

14 MR. MAIER: Object to form.

15 A. Correct.

16 MR. ROONEY: Object to form.

17 Q. (By Mr. Faes) Almost never uses Actiq for  
18 cancer patients according to your notes; right?

19 A. Yes.

20 Q. If you look at the last entry, your last  
21 call note on this page dated April 9th of 2002. This  
22 is another call to Dr. Joseph Nicolas; right?

23 A. Yes.

24 Q. And you note brief, which I assume means a

1     brief visit?

2             A.     Correct.

3             Q.     And you state asked him if he would like  
4     to write something up on Actiq in his migraine  
5     patients. He said that he should. Asked me for info  
6     for his patient that he wanted to place on Actiq. I  
7     gave him coupons as well as patient info. Do you see  
8     that?

9             A.     Yes.

10            Q.     And that would have been your call note at  
11    this time in April of 2002; right?

12            A.     Yes.

13            Q.     And this looks like you were actually  
14    asking him to write up something on Actiq for use in  
15    migraine patients, meaning Actiq off-label; right?

16            A.     Correct.

17                   MR. ROONEY: Object to form.

18                   MR. MAIER: Object to form.

19            Q.     (By Mr. Faes) And would that be some kind  
20    of promotional or speaker material that could be used  
21    for future speaker programs or peer-to-peer selling?

22            A.     Maybe.

23                   MR. MAIER: Objection. Form.

24                   MR. ROONEY: Object to form.

1           Q.       (By Mr. Faes) If you turn to the  
2 following page of this document. You've got a call  
3 dated April 10th of 2002, and it's to a Dr. Bernard  
4 Aron, I guess; right? Did I get the name of the doctor  
5 right?

6           A.       Yes.

7           Q.       And your note on that date is had a lunch  
8 program with him. Dr. Barrett and Dr. Jobalia,  
9 peer-to-peer selling. Do you see that?

10          A.       Yes.

11          Q.       So this indicates that you set up a  
12 peer-to-peer selling or speaker program with Dr.  
13 Jobalia as the speaker talking to Dr. Barrett; right?

14          A.       Correct.

15                   MR. ROONEY: Object to form.

16          Q.       (By Mr. Faes) And you note that he,  
17 meaning Bernard Aron, was very receptive to Dr. Jobalia  
18 as a pain doc as well as telling him that he would like  
19 to refer some patients to him based on his experience  
20 treating patients with shingles. Actiq was discussed  
21 as a breakthrough pain medication that can be used for  
22 radiation treatments as well as patients taking oxy air  
23 (ph) or MSIR. Do you see that?

24          A.       Yes.

1 Q. And those were the notes that you would  
2 have entered at this time; right?

3 A. Yes. That was for breakthrough cancer  
4 patients. Radiation.

5 MR. ROONEY: Just answer his question.

6 A. Okay.

7 Q. (By Mr. Faes) If you can look at the --  
8 your third call note or the fourth call note from the  
9 bottom. You've got a call on July 11th of 2002 to a  
10 Dr. Luis --

11 A. Pagani.

12 Q. Pagani? Thank you. And your note at that  
13 time is that you discussed that Actiq is a med that can  
14 be used for any pats, meaning patients, with chronic  
15 pain, with breakthrough pain episodes. Do you see  
16 that?

17 A. Yes.

18 Q. So that's a discussion that you would have  
19 had with this doctor at the time, that Actiq is a med  
20 that can be used for any patients with chronic pain and  
21 breakthrough pain episodes; right?

22 A. Yes.

23 MR. ROONEY: Object to form.

24 Q. (By Mr. Faes) There's nothing in your

1 call notes that indicate that you're telling Dr. Pagani  
2 that it's only for cancer pain; right?

3 MR. MAIER: Objection. Form.

4 MR. ROONEY: Objection. Form.

5 A. Correct.

6 Q. (By Mr. Faes) And the following note is  
7 dated July 16th of 2002 and it's to a Dr. Timothy  
8 Smith. Do you see that?

9 A. Yes.

10 Q. And your call notes are -- at the time are  
11 discussed the higher strengths of Actiq as well as him  
12 telling me that he has found a new use for it in his  
13 migraine patients. Set up a preceptorship. Do you see  
14 that?

15 A. Yes.

16 Q. And those are the notes you would have  
17 entered at the time on July of -- 16th of 2002; right?

18 A. Yes.

19 Q. So this is a doctor that is telling you  
20 that he's found a new -- he's been using Actiq but he's  
21 found a new use for it prescribing it off-label; right?

22 A. Yes.

23 MR. ROONEY: Object to form.

24 MR. MAIER: Objection. Form.

1 Q. (By Mr. Faes) And your comments are to  
2 set up a preceptorship for him; right?

3 A. Yes.

4 MR. MAIER: Form --

5 Q. (By Mr. Faes) And that means to  
6 potentially set him up to be a company-sponsored  
7 Cephalon speaker for peer-to-peer selling; right?

8 MR. MAIER: Object to form.

9 MR. ROONEY: Object to form.

10 A. No. A preceptorship for me to go in and  
11 mirror him.

12 Q. (By Mr. Faes) Oh, okay. So your comments  
13 at this time were for you to go in and mirror him while  
14 he was seeing his patients that he was treating with  
15 Actiq; right?

16 A. Correct.

17 MR. MAIER: Objection. Form.

18 MR. ROONEY: Object to form.

19 Q. (By Mr. Faes) And your second-to-last  
20 call note on this page is dated August 7th of 2002. Do  
21 you see that?

22 A. Yes.

23 Q. And this is to a -- this is again to Dr.  
24 Nilesh Jobalia; right?

1 A. Uh-huh.

2 Q. And this is the doctor that we noted  
3 earlier almost never uses Actiq for cancer patients;  
4 right?

5 MR. MAIER: Object to form.

6 MR. ROONEY: Object to form.

7 A. I'm sorry. Repeat that.

8 Q. (By Mr. Faes) And this is the doctor we  
9 noted earlier almost never uses Actiq for cancer  
10 patients; right?

11 A. Correct.

12 MR. MAIER: Object to form.

13 MR. ROONEY: Same objection.

14 Q. (By Mr. Faes) And we noted earlier that  
15 Dr. Jobalia is already doing company-sponsored  
16 peer-to-peer speaking programs on Actiq; right?

17 A. Correct.

18 MR. MAIER: Object to form.

19 MR. ROONEY: Object to form.

20 Q. (By Mr. Faes) And your note at this time  
21 is he is using more Actiq, feels comfortable using  
22 higher strengths. Continues to RX patients he deems  
23 necessary; right?

24 A. Correct.

1 Q. Does not have a pat type, meaning patient  
2 type; right?

3 A. Correct.

4 Q. It means he's using it on all kinds of  
5 patients; right?

6 A. It appears --

7 MR. MAIER: Objection. Form.

8 MR. ROONEY: Object to form.

9 [Interruption by the reporter.]

10 MR. FAES: So can I stipulate that if one  
11 attorney objects it's good for all attorneys in the  
12 room?

13 THE REPORTER: Fine with me.

14 MR. FAES: I'll make that stipulation.

15 MR. ROONEY: Mr. Maier? Maier?

16 MR. MAIER: Yes?

17 MR. ROONEY: How do you feel about that?

18 MR. MAIER: Yeah, that's fine with me.

19 MR. ROONEY: Okay.

20 Q. (By Mr. Faes) So I think you already  
21 answered this one, but just to reorient you. Dr.  
22 Jobalia notes that he doesn't have a patient type for  
23 Actiq; right?

24 A. Correct.

1 Q. That means he's using it on all kinds of  
2 patients; right?

3 MR. MAIER: Object to form.

4 A. Correct.

5 Q. (By Mr. Faes) And you stress to him that  
6 if it works well in the patients he has it on already,  
7 his other patients with breakthrough pain will do just  
8 as well. Do you see that?

9 A. Yes.

10 Q. And that's something that you stressed to  
11 him; right? Those are your words to him?

12 A. Yes.

13 MR. MAIER: Object to form.

14 Q. (By Mr. Faes) Would you agree with me  
15 that that's promoting Actiq off-label?

16 MR. MAIER: Object to form.

17 A. It sounds that way.

18 MR. ROONEY: Just yes or no if it's a yes  
19 or no question.

20 Q. (By Mr. Faes) Would you agree with me  
21 that looking at this it sounds like you're promoting  
22 off-label by telling a doctor that if it, meaning  
23 Actiq, works well in the patients he has it already,  
24 his other patients with breakthrough pain will do just

1 as well?

2 A. Yes.

3 MR. MAIER: Object to form.

4 Q. (By Mr. Faes) You can set that document  
5 aside.

6 MR. ROONEY: Do you have another one of  
7 these that you're going to be going through?

8 MR. FAES: I do, but I'm really just  
9 marking it for the record. I'm not going to go through  
10 that many things on it.

11 MR. ROONEY: Okay.

12 MR. FAES: Do you need a break or  
13 something or --

14 MR. ROONEY: We'll take a few minutes'  
15 break.

16 MR. FAES: Okay. We're going to go off  
17 the record.

18 THE VIDEOGRAPHER: We are going off the  
19 record at 3:43 PM.

20 [A brief recess was taken.]

21 THE VIDEOGRAPHER: We are back on the  
22 record at 3:55 PM.

23 Q. (By Mr. Faes) Ms. Sippial, we are back on  
24 the record after a short break. Are you ready to

1 proceed?

2 A. Yes.

3 Q. Before we went on break we were looking at  
4 some of your call notes. Do you remember that?

5 A. Yes.

6 MR. FAES: Somehow I lost --

7 THE REPORTER: -- stickers?

8 MR. FAES: No, this is the blown-up copy,  
9 I think, of the next set of sales notes but I can't  
10 find the tiny copy. Where did 23 go? Oh, here it is.  
11 I set it on the floor.

12 MR. MAIER: Excuse me. I think the phone  
13 might still be on mute.

14 Q. (By Mr. Faes) Ms. Sippial, I'm going to  
15 hand you what's been marked as Exhibit Number 26 to  
16 your deposition.

17 [Exhibit Teva-Sippial-026  
18 marked for identification.]

19 Q. I'm going to try to find a spot I can put  
20 this that isn't going to cover up any text. And again,  
21 in a second I'm going to hand you a more blown-up  
22 version of this.

23 A. Okay.

24 Q. These are some of your call notes so that

1     you can actually read them. And so I'm going to mark  
2     as Exhibit Number 27 to your deposition the same  
3     document that is Exhibit 26 except the call comments  
4     section is blown up to where you can read them.

5                     [Exhibit Teva-Sippial-027  
6                     marked for identification.]

7             Q.     And so Exhibit 27 is a copy of some more  
8     of your call notes from your time detailing Actiq. Do  
9     you see that?

10            A.     Yes.

11            Q.     And first entry I want to look at is the  
12     second column down dated November 1st of 2015, and it's  
13     again for Dr. Nilesh Jobalia. Do you see that?

14            A.     Yes.

15            Q.     And your call notes at that time are --  
16     no, wait. Strike that. That's not even what I wanted  
17     to cover. I withdraw that question. The first call  
18     note on this question, on this document, is actually --  
19     that I want to look at is the one dated January 2nd or  
20     January 4th of 2002. I think that's the date, right,  
21     in the middle of the page?

22            A.     January 4th? Yes.

23            Q.     And this is a call to a -- looks like a  
24     Dr. Gary Shearer in Hebron, Kentucky?

1 A. Yes.

2 Q. And again you note that this is a brief  
3 call and it says that you left the article on morphine  
4 versus Actiq. Said I would follow up on him using  
5 Actiq for his -- and I know I'm going to pronounce this  
6 wrong -- Duragesic --

7 A. Duragesic --

8 Q. Duragesic patients. You see that?

9 A. Yes.

10 Q. So this would indicate at least at this  
11 time in 2002 you were allowed and did leave reprints  
12 behind that discussed Actiq versus morphine, making  
13 comparative claims; right?

14 A. Probably they're equal --

15 MR. MAIER: Object to form.

16 A. Yes.

17 Q. (By Mr. Faes) And two calls below that  
18 you've got a call to a Dr. Renato Larocca in  
19 Louisville, Kentucky. Do you see that?

20 A. Yes.

21 Q. And again, this is another brief visit,  
22 and you again on this visit left the Actiq on-call  
23 brochure with him as well as the morphine article. Do  
24 you see that?

1 A. Yes.

2 Q. So this reflects again that you were able  
3 to leave reprints comparing Actiq versus morphine  
4 behind at doctors' offices at this time; right?

5 A. Yes.

6 MR. MAIER: Object to form.

7 Q. (By Mr. Faes) If you look at the bottom  
8 call, looks like it's to a Dr. Divya Rouben on April  
9 2nd or April 3rd of 2002; right?

10 A. Yes.

11 Q. And your comments are lunch, discussed  
12 where she is using Actiq as an OB/GYN. She has used it  
13 on her patients with migraines. Discussed if they are  
14 opioid-tolerant. She said yes. Interested in using  
15 Actiq on her postop patients that are opioid-tolerant  
16 and wanted to know the BEN (ph). Do you see that?

17 A. Yes.

18 Q. So this would indicate that at this time  
19 you were calling on doctors with -- for Actiq -- with a  
20 primary specialty of OB/GYN; right?

21 A. Yes.

22 MR. ROONEY: Object to form.

23 Q. (By Mr. Faes) And this particular patient  
24 was using it -- strike that. This particular doctor

1 was using it on patients with migraines; right?

2 MR. MAIER: Object to form.

3 A. Yes.

4 Q. (By Mr. Faes) And that was an off-label  
5 use; right?

6 A. Yes.

7 MR. MAIER: Object --

8 Q. (By Mr. Faes) And she also communicated  
9 to you that she was interested in using Actiq on her  
10 postop patients; right?

11 A. Yes.

12 Q. And that would be indicating she wanted to  
13 use it for acute postoperative pain; right?

14 MR. MAIER: Object to form.

15 A. Yes.

16 Q. (By Mr. Faes) And that indication is  
17 specifically contraindicated in the label; right?

18 A. Yes.

19 Q. If you turn to the following page in about  
20 the middle of the page dated June 21st of 2002, there's  
21 another call to a Dr. Karen Krone. Do you see that?

22 A. Yes.

23 Q. And your call comments are -- painted the  
24 picture of a patient dealing with chronic pain. Gave

1     them the choice five minutes versus 35 minutes. Do you  
2     see that?

3             A.     Yes.

4             Q.     And that's referring to what we discussed  
5     earlier, that one of your sales pitches, if you will,  
6     would be to describe to doctors the benefits of the  
7     rapid onset of the Actiq product to where a patient  
8     with a breakthrough pain episode could get relief in  
9     five minutes versus 35 minutes with a competitor's  
10    product; right?

11            A.     Yes.

12                   MR. ROONEY: Object to form.

13            Q.     (By Mr. Faes) And that is a pitch or  
14    information that you would give to doctors at this time  
15    when you were calling them for the Actiq product;  
16    right?

17            A.     Correct.

18                   MR. MAIER: Object to form.

19            Q.     (By Mr. Faes) And if you turn to the last  
20    page in the very last call note on this page.

21                   MS. JAIN: Second-last.

22            Q.     (By Mr. Faes) You've got a -- sorry. So  
23    we're looking at your last page of call notes and you  
24    got a call dated October 15th of 2002 to a Dr. Philip

1 Saks (ph). Do you see that?

2 A. Yes.

3 Q. And your call note on that date is that  
4 she says she has found it -- found success. I'm sorry.  
5 Said that he has found success in his headache  
6 patients, painted the picture of his patients in pain.  
7 Do you see that?

8 A. Yes.

9 Q. And so that's again discussing it for  
10 headache patients which is an off-label use; right?

11 MR. MAIER: Objection. Form.

12 A. Yes.

13 Q. (By Mr. Faes) And what did you mean when  
14 you said that you painted the picture of his patients  
15 in pain?

16 A. That pain is subjective and they have to  
17 believe their patients when they tell them how  
18 intensely their pain is from their pain scale.

19 Q. And that was a -- information that you  
20 would regularly pass on to doctors that you called on,  
21 is that you -- they needed to believe their patients  
22 when they said they're in pain; right?

23 MR. MAIER: Object to form.

24 A. Yes.

1 Q. (By Mr. Faes) And that was because you  
2 were trained that many times pain is undertreated;  
3 right?

4 A. Correct.

5 MR. MAIER: Object to form.

6 Q. (By Mr. Faes) And that's something --  
7 that's information that you would pass on or give to  
8 the doctors who were detailing on Actiq and later  
9 Fentora as part of your sales pitch; right?

10 A. Yes.

11 MR. MAIER: Object to form.

12 Q. (By Mr. Faes) You can set that aside. So  
13 I want to switch gears a little bit now and talk about  
14 the Fentora launch -- when you switched from Actiq to  
15 promoting Fentora; okay?

16 A. Yes.

17 Q. And it was around late 2006 when you  
18 switched from promoting Actiq to promoting Fentora;  
19 right?

20 A. Yes.

21 Q. And Fentora was basically the same drug  
22 with the same indication but it had a different  
23 delivery system; right?

24 A. Correct.

1           Q.     And the marketing plan for the Fentora  
2     launch was essentially to call on the same doctors or  
3     group of doctors that you had been detailing or selling  
4     to on Actiq and convert as many of them as you could to  
5     Fentora; right?

6           A.     Correct.

7                     MR. ROONEY: Object to form.

8           Q.     (By Mr. Faes) And that's because Actiq  
9     was loosing patent protection at that time; right?

10          A.     Yes.

11          Q.     It was at the end of --

12                     MR. ROONEY: Object to form.

13          Q.     (By Mr. Faes) You heard the term  
14     sometimes that it was at the end of its life cycle;  
15     right?

16          A.     Correct.

17          Q.     And you knew that a generic would soon be  
18     available; right?

19                     MR. MAIER: Object to form.

20          A.     Correct.

21          Q.     (By Mr. Faes) And you know as a  
22     pharmaceutical representative with a long history and  
23     experience in working in the pharmaceutical industry  
24     that you can get a much higher price for an exclusive

1     branded drug than you can for a generic one; right?

2             A.     Not always.

3             MR. MAIER:   Object to form and foundation.

4             Q.     (By Mr. Faes)   Not always?   But you'd  
5     agree with me that that's generally true; right?

6             MR. MAIER:   Object to form.

7             A.     Generally.

8             Q.     (By Mr. Faes)   And you'd agree with me  
9     that in general generic ones -- generic drugs don't  
10    have -- don't usually typically have a sales force that  
11    goes out and promotes or details; is that right?

12            A.     Correct.

13            MR. ROONEY:   Object to form.

14            Q.     (By Mr. Faes)   One thing I forgot to ask  
15    you on your sales notes -- I got to back up a little  
16    bit because I forgot.   Now, these sales notes that we  
17    looked at earlier -- these sales notes were transmitted  
18    to the company to your superiors daily or at the very  
19    least weekly; right?

20            A.     Correct.

21            Q.     And your superiors had those notes  
22    available to you and would have been reviewing your  
23    call notes that we went through regularly; right?

24            A.     Yes.

1 MR. MAIER: Object to form, foundation.

2 Q. (By Mr. Faes) And if any -- strike that.

3 Is it true that none of your supervisors over the

4 years, whether it be Mr. Hemingway, Mr. Tocco, Mr.

5 Morreale, Mr. Spokane -- none of them ever came to you

6 after looking at your call notes and came to you and

7 said Ms. Sippial, we have a problem with the way you're

8 promoting or detailing Actiq; right?

9 A. Correct.

10 MR. MAIER: Object to form.

11 Q. (By Mr. Faes) If anyone had come to you

12 and told you that, you'd remember it; right?

13 MR. MAIER: Object to form.

14 A. Yes.

15 Q. (By Mr. Faes) And if someone had come and

16 told you that you were doing something wrong or

17 inappropriate in your detailing or promotion of Actiq

18 and told you to change the way you were doing it, you

19 would have followed your superior's instructions to the

20 best of your abilities; right?

21 A. Correct.

22 MR. MAIER: Object to form.

23 Q. (By Mr. Faes) So essentially the call

24 notes that we looked at that we went through -- you

1     were essentially following the company's direction and  
2     directives as set forth in their marketing plans to you  
3     on how to promote and detail Actiq the way the company  
4     wanted you to; right?

5             A.     Correct.

6             MR. MAIER:   Object to form.

7             Q.     (By Mr. Faes)   And as we talked about  
8     earlier, at a certain point not long after 2002, you  
9     were told that the call comments, specifically the  
10    comments that detailed what actually went on during  
11    sales calls, was no longer required; right?

12            MR. MAIER:   Object to form.

13            A.     Correct.   Sometime after that.

14            Q.     (By Mr. Faes)   And this was company-wide?  
15    It wasn't just for you; right?

16            A.     Correct.

17            Q.     And so --

18            MR. ROONEY:   Object to form.

19            Q.     (By Mr. Faes)   So going forward after that  
20    change was made, we would have no way of knowing  
21    specifically what occurred on any of your calls because  
22    it wasn't even an option for you even if you wanted to  
23    to enter a call comment when you made a sales call for  
24    Actiq or Fentora; right?

1 A. Correct.

2 MR. MAIER: Object to form, foundation.

3 Q. (By Mr. Faes) So now I'm going back to  
4 the Fentora launch because I forgot about it. I  
5 apologize. So I'm going to mark this great big  
6 document and then ask you about one page in it.

7 A. That's fine with me.

8 Q. I'll put this copy away because nobody  
9 from Teva showed up. I'm going to hand you what's been  
10 marked as Exhibit Number 28 to your deposition.

11 [Exhibit Teva-Sippial-028  
12 marked for identification.]

13 MR. FAES: And this is -- I think this is  
14 25 on yours. Got it?

15 (By Mr. Faes) So Exhibit 28 is a document  
16 entitled FEBT 2005-2006 marketing plan; right?

17 A. Yes.

18 Q. And you understood that prior to Fentora's  
19 launch this is what Fentora was called, was FEBT or  
20 FEBT; right?

21 A. Correct.

22 Q. And if you can turn to Page Number 8 of  
23 this document. You can see where it states in order to  
24 create significant adoption of fentanyl effervescent

1     buccal tablet, FEBT, Cephalon must take a two-step  
2     approach.   Successfully convert Actiq loyalists to FEBT  
3     adopters within the first 90-day post-launch period and  
4     expand the universe of ROO, meaning rapid onset opioid,  
5     prescribing physicians; right?

6             A.     Yes.

7             Q.     And that was something that was  
8     communicated to you as a strategy, is that you wanted  
9     to go out to all of your Actiq prescribers and  
10    loyalists and try to convert them to using Fentora  
11    within the first 90-day period; right?

12            A.     Correct.

13                   MR. MAIER:   Object to form.

14            Q.     (By Mr. Faes)   And it goes on, the former  
15    step will be the priority at launch because the loss of  
16    Actiq patent protection -- because of the loss of --  
17    let me start over.   The former step will be the  
18    priority at launch because of the loss of Actiq patent  
19    protection just prior to the launch of FEBT.   Do you  
20    see that?

21            A.     Yes.

22            Q.     So that's discussing what we talked about  
23    earlier, that Actiq was about to lose patent protection  
24    and so they needed to start promoting Fentora and get

1 as many people converted to the Fentora product as  
2 possible; right?

3 A. Correct.

4 MR. MAIER: Object to form.

5 Q. (By Mr. Faes) And that was essentially  
6 you understood for financial reasons, right, to meet  
7 the financial goals of the company?

8 A. Yes.

9 MR. MAIER: Object to form, foundation.

10 Q. (By Mr. Faes) And it goes on to state  
11 that because of the absence of time to convert Actiq  
12 loyalists to FEBT adopters, both the market and  
13 Cephalon must be fully prepared for the FEBT launch.  
14 Do you see that?

15 A. Yes.

16 Q. So you guys were aware in 2006 that the  
17 launch of Fentora was coming and you were preparing for  
18 the time that it was available so you could convert as  
19 many Actiq users to Fentora as possible in that first  
20 90 days; right?

21 A. Yes.

22 MR. MAIER: Object to form.

23 Q. (By Mr. Faes) You can set that aside.

24 Here's another giant document that we're going to look

1 at one page of. I'm going to have you -- I'm going to  
2 hand you what's been marked as Exhibit Number 29 to  
3 your deposition.

4 [Exhibit Teva-Sippial-029  
5 marked for identification.]

6 Q. And this is a document labeled marketing  
7 plan 2007 for Fentora. Do you see that?

8 A. Yes.

9 Q. And if you turn to Page 49 of this  
10 document, there's a slide labeled Actiq monthly  
11 prescriber count by specialty. Do you see that?

12 A. Yes.

13 Q. And you can see that there's a breakdown  
14 of the various subspecialties that are using Actiq as  
15 of September 2006. Do you see that?

16 A. Yes.

17 Q. And you can see that pain is 32 percent  
18 and oncology is six percent; right?

19 A. Yes.

20 Q. So at this time broken down by  
21 subspecialty, only 40 percent of the monthly prescriber  
22 count is -- for Actiq is by oncologist or pain  
23 specialists; right?

24 MR. MAIER: Objection. Form.

1 A. Yes.

2 Q. (By Mr. Faes) And it was your goal at the  
3 time that Fentora was launched to try to convert as  
4 many Actiq loyalists as possible to the Fentora product  
5 regardless of their subspecialty; right?

6 MR. MAIER: Objection. Form.

7 A. Correct.

8 Q. (By Mr. Faes) Now, prior to the Fentora  
9 launch in -- prior to the Fentora launch in late 2006,  
10 you would have been kind of winding down the Actiq life  
11 cycle; right?

12 A. Yes.

13 MR. MAIER: Objection. Form.

14 Q. (By Mr. Faes) And one of the things that  
15 you were instructed to do from your superiors at the  
16 company, including your regional managers and the  
17 people above them prior to the Fentora launch was to  
18 squeeze the prescribers that were prescribing Actiq for  
19 all they were worth prior to the launch of the Fentora;  
20 right?

21 MR. MAIER: Objection. Form.

22 A. Rephrase that question.

23 Q. (By Mr. Faes) Were you ever told --  
24 strike that. Is it true that you were told prior to

1 the Fentora launch by your superiors that you should  
2 try to squeeze existing Actiq loyalists for all they  
3 were -- all the prescriptions they were worth prior to  
4 the launch of the Fentora product?

5 MR. MAIER: Objection. Form.

6 A. I don't remember that.

7 Q. (By Mr. Faes) I'm going to hand you  
8 what's been marked as Exhibit Number 30 to your  
9 deposition.

10 [Exhibit Teva-Sippial-030  
11 marked for identification.]

12 Q. And this is an e-mail from Philip Tocco  
13 dated July 14th, 2006. Do you see that?

14 A. Yes.

15 Q. And it's to Sales PCS Great Lakes. Do you  
16 see that?

17 A. Yes.

18 Q. So that would have included you; right?

19 A. Correct.

20 Q. So this would have been an e-mail that you  
21 would have received; right?

22 A. Yes.

23 Q. And he starts off, to follow up on the  
24 morning's conference calls and highlight the key points

1 covered. Do you see that?

2 A. Yes.

3 Q. And then towards the bottom he states  
4 attached is the top 40 prescriber list through Quarter  
5 4 for our area. Scrolling down with the very bottom  
6 highlighted in aqua you will see where we have done a  
7 nice job with prescriber growth. There is a good  
8 positive trend here. Do you see that?

9 A. Yes.

10 Q. And then on the following page he states  
11 what he we need to focus on for the remainder of  
12 Actiq's life cycle is squeezing, in quotes, our top  
13 prescribers for everything they're worth. Do you see  
14 that?

15 A. I do.

16 Q. So that would have been instructions from  
17 your immediate supervisor, Phil Tocco, to you at the  
18 time; right?

19 A. Yes.

20 Q. And his instructions to you were for the  
21 remainder of Actiq's life cycle to squeeze the  
22 company's top prescribers for everything that they're  
23 worth; right?

24 A. Yes.

1 MR. ROONEY: Object to form.

2 Q. (By Mr. Faes) Would you agree with me  
3 that that's not a responsible directive for someone to  
4 give when promoting an addictive, highly-potent opioid  
5 narcotic?

6 MR. MAIER: Object to form.

7 A. The term squeezing?

8 Q. (By Mr. Faes) (Nodding "yes.")

9 A. Yes.

10 Q. So you think that this instruction from  
11 Phil Tocco to you to, quote/unquote, squeeze the  
12 company's top prescribers for everything they're worth  
13 for the remainder of Actiq's life cycle was  
14 inappropriate; right?

15 MR. MAIER: Object to form.

16 A. The lingo is in sales, so I don't know if  
17 it's inappropriate or not.

18 Q. (By Mr. Faes) So even though he's talking  
19 about Actiq, which is -- we agreed is a highly-potent,  
20 highly-addictive opioid narcotic; right?

21 A. Uh-huh.

22 Q. And he's telling you to squeeze the top  
23 prescribers of that addictive opioid narcotic for  
24 everything that they're worth, you're not sure if that

1 was appropriate or inappropriate?

2 MR. ROONEY: Objection. Asked and  
3 answered.

4 MR. MAIER: Object to form.

5 MR. ROONEY: She's already answered this  
6 question.

7 A. No.

8 Q. (By Mr. Faes) And he goes on to direct  
9 you to start thinking about -- then at the bottom,  
10 start thinking about Fentora MEPs or medical education  
11 programs; right?

12 A. Correct.

13 Q. And that's talking about speaker pro --  
14 company-sponsored speaker programs; right?

15 A. Correct.

16 Q. We have learned a lot from the MEPs we  
17 have completed so far this year. Our team goal is to  
18 get each of your top 10 Actiq prescribers and top five  
19 pure short-acting prescribers to a Fentora MEP before  
20 the end of January. Do you see that?

21 A. Yes.

22 Q. So this continues to reflect the continued  
23 push and direction by the company continuing with  
24 Fentora to focus on company-sponsored speaker programs

1 for Fentora; right?

2 A. Correct.

3 MR. MAIER: Object to form.

4 Q. (By Mr. Faes) Peer-to-peer selling;  
5 right?

6 A. Yes.

7 Q. I'm going to hand you -- you can set that  
8 aside. I'm going to hand you what's been marked as  
9 Exhibit Number 31 to your deposition, and again, this  
10 is an e-mail dated August 7th of 2006 from Philip Tocco  
11 to you and others; right?

12 [Exhibit Teva-Sippial-031  
13 marked for identification.]

14 A. Yes.

15 Q. So this is an e-mail you would have  
16 received?

17 A. Correct.

18 Q. Because you were part of the PCS Great  
19 Lakes sales force at this time; right?

20 A. Correct.

21 Q. And your boss starts off with Great Lakes,  
22 we spoke a lot at our June POA meeting -- POA means  
23 plan of action meeting; right?

24 A. Correct.

1           Q.     That we should, quote/unquote, squeeze the  
2     orange with our current Actiq prescribers. Do you see  
3     that?

4           A.     Yes.

5           Q.     And so this is about a month after the  
6     previous e-mail we just looked at; right?

7           A.     Yes.

8           Q.     And this is again directing you and other  
9     members of the sales force to continue to squeeze Actiq  
10    prescribers to write more prescriptions through the end  
11    of the life cycle; right?

12          A.     Correct.

13                   MR. ROONEY: Object to form.

14          Q.     (By Mr. Faes) I'm going to hand you  
15     what's been marked as Exhibit Number 32 to your  
16     deposition.

17                   [Exhibit Teva-Sippial-032  
18                   marked for identification.]

19          Q.     And this is an e-mail dated August 24th of  
20     2016, and it's to the sales -- pain care specialist  
21     sales force. Do you see that?

22          A.     Yes.

23          Q.     And you would have been a sales pain care  
24     specialist at that time; right?

1 A. Correct.

2 Q. So this would have been an e-mail that you  
3 would have received; right?

4 A. Yes.

5 Q. And it states -- looks like this is a  
6 e-mail getting ready for the launch of Fentora and the  
7 subject is 2006 Fentora targets. Do you see that?

8 A. Correct.

9 Q. And it states that we are excited to  
10 announce the sales and marketing. We have recently  
11 determined that Fentora targets -- strike that. Let me  
12 start over. Starts, we are excited to announce that  
13 sales and marketing have recently determined the  
14 Fentora targets based on prescriber data in preparation  
15 for the launch.

16 In order to determine these Fentora  
17 targets, prescriber writing and detail activities from  
18 the recent months were considered. You can expect to  
19 see these new targets identified in your SMART system  
20 after your next successful replication. Do you see  
21 that?

22 A. Yes.

23 Q. And then if you look down it says  
24 question, what is the specialty breakdown of the

1 targets? Answer, while the specialty breakdown of the  
2 targets will vary by territory, the national breakdown  
3 is -- and then it gives a breakdown of the specialty  
4 breakdown by area for the Fentora launch; right?

5 A. Yes.

6 Q. And this is similar to the document that  
7 we saw analyzing the subspecialty breakdown of targets  
8 for Actiq we looked at earlier today; right?

9 A. Yes.

10 Q. And if you look down it states that  
11 anesthesiology and pain is 23.2 percent, oncology is  
12 13.3 percent, primary care provider is 54.4 percent,  
13 neurology is 4.8 percent, psychology is 1.9 percent,  
14 and other is 2.4 percent; right?

15 A. Yes.

16 Q. So these are subspecialties that the  
17 company anticipated were targets for Fentora detailing  
18 at the Fentora launch; right?

19 A. Correct.

20 MR. MAIER: Objection. Form.

21 Q. (By Mr. Faes) And over half of those are  
22 primary care physicians; right? 54.4 percent?

23 MR. MAIER: Object to form.

24 A. Correct.

1 Q. (By Mr. Faes) And the company continued  
2 to identify neurologists, psychologists, and other  
3 doctors?

4 A. Psychiatrists.

5 Q. Thank you.

6 A. Uh-huh.

7 Q. Company continued to identify  
8 neurologists, psychiatrists, and other doctors in  
9 addition to primary care doctors as appropriate targets  
10 for Fentora detailing and promotion; right?

11 A. Correct.

12 MR. MAIER: Object to form.

13 Q. (By Mr. Faes) And according to the  
14 Fentora launch document, this document at launch, only  
15 36.5 percent of doctors being targeted were either pain  
16 specialists or cancer specialists; right?

17 MR. MAIER: Objection. Form.

18 A. Yes.

19 Q. (By Mr. Faes) And this was all  
20 information that was given to you as a sales  
21 representative at the time as a proper breakdown of  
22 patient subspecialties to target for Fentora; right?

23 A. Correct.

24 MR. MAIER: Objection. Form.

1 Q. (By Mr. Faes) I'm going to hand you  
2 what's been marked as Exhibit 33 to your deposition.

3 [Exhibit Teva-Sippial-033  
4 marked for identification.]

5 Q. And this is an e-mail dated December 1st  
6 of 2006. Again, it's from your boss at the time,  
7 Philip Tocco; right?

8 A. Yes.

9 Q. And it's to the sales force in the Great  
10 Lakes region, which would have included you; right?

11 A. Correct.

12 Q. So this is a document that you would have  
13 received; right?

14 A. Yes.

15 Q. And if you look down in the second  
16 paragraph, it states, as we discussed, the launch of  
17 Fentora has been a tremendous success. Do you see  
18 that?

19 A. Yes.

20 Q. So this reflects that as of December 1st,  
21 2006, Fentora has been launched; right?

22 A. Yes.

23 Q. And according to your boss, it's been a  
24 tremendous success; right?

1           A.     Correct.

2           Q.     The purpose of today's conference calls  
3     was to help everyone fine-tune their efforts so that  
4     the early ground work each of you has laid down does  
5     not turn into a flat 2007. The major topics we covered  
6     and ideas from the group were as follows. Do you see  
7     that?

8           A.     Yes.

9           Q.     So then it goes through ideas that you all  
10    had discussed as a -- as the Great Lakes sales pain  
11    force; right?

12          A.     Yes.

13          Q.     And if you look in the third star down,  
14    one of the ideas discussed is that in the meantime,  
15    there may be opportunities for us to use abuse and  
16    diversion CSPs or Cephalon speaker programs to reach a  
17    broader audience, and we discussed targeting our  
18    speakers better for the audiences. Do you see that?

19          A.     Yes.

20          Q.     So does that reflect at that time you were  
21    looking at using company-sponsored Cephalon speakers  
22    for Fentora in settings where general abuse and  
23    diversion of opioids was being discussed in order to  
24    reach a broader audience?

1 MR. MAIER: Object to form, foundation.

2 A. Yes.

3 Q. (By Mr. Faes) And that broader audience  
4 could include doctors who don't treat cancer; right?

5 MR. MAIER: Object to form, foundation.

6 A. Yes.

7 Q. (By Mr. Faes) And that's what this means  
8 by reaching a broader audience; right?

9 A. Right.

10 MR. MAIER: Same objection.

11 A. Yes.

12 Q. (By Mr. Faes) So if you look down in the  
13 second-to-last bullet point, it states we discussed the  
14 more coupons could help drive our efforts, especially  
15 with your top five to seven key targets -- parentheses,  
16 the number we discussed -- was 100 to 125 coupons per  
17 rep in Quarter 1. Everyone asked if there was any  
18 possibility of introducing the debit card program for  
19 Fentora alongside this coupon program, coupons being  
20 for initiation and the debit cards are for maintenance.  
21 Do you see that?

22 A. Yes.

23 Q. So this reflects that with Fentora, like  
24 Actiq, you continued to use coupons or vouchers as a

1 very effective sales -- with a high ROI or return on  
2 investment; right?

3 A. Correct.

4 MR. MAIER: Object to form, foundation.

5 Q. (By Mr. Faes) And you knew it was true  
6 that very often if a patient was started and tried  
7 Fentora and was given a voucher to help defray or cover  
8 the cost for the first 30 days or so, that patient was  
9 very likely to continue on Fentora?

10 A. Correct.

11 MR. MAIER: Object to form, foundation.

12 Q. (By Mr. Faes) So essentially if you --  
13 you knew that if you gave potential patients a taste or  
14 a sample of Fentora, it was likely that they would  
15 continue on that product; right?

16 MR. MAIER: Object to form, foundation.

17 A. Yes.

18 Q. (By Mr. Faes) And he winds up this e-mail  
19 on the second page I cannot stress enough that it is  
20 your efforts daily that is making this product go.  
21 Keep up the momentum and finish 2006 strong. Do you  
22 see that?

23 A. Yes.

24 Q. And that's reflecting his feeling to the

1 sales force that it was really you guys, the sales  
2 force, the people out there in the field talking to  
3 doctors, that was really helping develop and maintain  
4 the market for Fentora at this time; right?

5 A. Correct.

6 MR. MAIER: Object to form, foundation.

7 Q. (By Mr. Faes) I'm going to hand you  
8 what's been marked as Exhibit Number 34 to your  
9 deposition. And this is another e-mail dated December  
10 1st of 2006, and again, it's from your immediate  
11 supervisor, Philip Tocco, who was the regional manager  
12 for the Great Lakes region at that time; right?

13 [Exhibit Teva-Sippial-034  
14 marked for identification.]

15 A. Yes.

16 Q. And this would have been received by you  
17 and other sales representatives on the Great Lakes  
18 team; right?

19 A. Correct.

20 Q. And he starts with this -- he starts with  
21 Steve asked for this, so I thought the whole group  
22 might benefit from being able to see the year-to-date  
23 prescription numbers for Fentora. I have highlighted  
24 some of the important points. In burgundy, you will

1 see that as of week ending 10-20 we hit over 1,000 RXs  
2 per week. To put things in perspective, it took  
3 over Actiq a -- it took Actiq over 107 weeks into the  
4 launch to hit that number of prescriptions per week.  
5 Do you see that?

6 A. Yes.

7 Q. So this continues to reflect that, as we  
8 saw earlier, the launch of Fentora was extremely  
9 successful; right?

10 A. Correct.

11 MR. MAIER: Object to form.

12 Q. (By Mr. Faes) And part of the reason why  
13 it was extremely successful and you were able to reach  
14 in less than a couple months the number of  
15 prescriptions that it took two years to reach with  
16 Actiq is because you were using your base of existing  
17 Actiq doctors and prescribers for your marketing  
18 efforts for Fentora; right?

19 A. Yes.

20 Q. So based --

21 MR. MAIER: Object to form.

22 Q. (By Mr. Faes) Essentially the launch of  
23 Fentora would not have been successful if it weren't  
24 for the prior marketing that the company had done on

1 Actiq; right?

2 A. Correct.

3 MR. MAIER: Object to form, foundation.

4 Q. (By Mr. Faes) And if it hadn't been for  
5 the prior relationships and promotional efforts that  
6 had been done with Actiq, the company wouldn't have  
7 been able to hit over 1,000 prescriptions per week with  
8 Fentora within the first couple months; right?

9 MR. MAIER: Objection. Form, foundation.

10 A. Correct.

11 Q. (By Mr. Faes) I'm going to hand you  
12 what's been marked as Exhibit Number 35 to your  
13 deposition.

14 [Exhibit Teva-Sippial-035  
15 marked for identification.]

16 Q. This is an e-mail dated February 5th of  
17 2007, so this is about two months later from the last  
18 e-mail that we looked at; right?

19 A. Yes.

20 Q. And again, this is from your manager, your  
21 regional manager, Philip Tocco, to you and other  
22 members of your -- of the Great Lakes team; right?

23 A. Yes.

24 Q. And it states, Great Lakes, in case you

1 haven't already heard, there were over 16,000  
2 prescribers who received or will receive in the next  
3 few days a shipment that includes four preprinted  
4 Fentora prescription pads with the prescriber's  
5 information. Do you see that?

6 A. Yes.

7 Q. So this reflects that there were over  
8 16,000 physicians that were sent Fentora prescription  
9 pads and kind of an introductory Fentora informational  
10 kit; right?

11 A. Correct.

12 Q. So this reflects that the effort to  
13 promote Fentora was to a pretty large group of 16,000  
14 physicians; right?

15 A. Yes.

16 MR. MAIER: Objection. Form.

17 Q. (By Mr. Faes) And the 16,000 number is a  
18 lot larger than the 5,000 number of oncologists and  
19 pain specialists that we saw in the original Actiq  
20 RiskMAP; right?

21 MR. MAIER: Objection. Form.

22 A. Yes.

23 Q. (By Mr. Faes) In other words, at this  
24 point with -- strike that. At this point with the

1 launch of Fentora sending the welcome kits for Fentora  
2 out to 16,000 prescribers, the company is casting a  
3 pretty wide net for Fentora; right?

4 MR. MAIER: Objection. Form.

5 A. Years later.

6 Q. (By Mr. Faes) Well, I'm talking about  
7 Fentora.

8 A. Oh. Yes.

9 Q. So let me reask the questions.

10 A. Sorry.

11 Q. I'm not sure if it was clear. In other  
12 words, at this point with the launch of Fentora and the  
13 company sending welcome kits including Fentora  
14 preprinted prescription pads to over 16,000 prescribers  
15 in February of 2007, the company is casting a pretty  
16 wide net in its search for potential Fentora  
17 prescribers; right?

18 MR. MAIER: Objection. Form.

19 A. Yes.

20 Q. (By Mr. Faes) I'm going to skip one. I'm  
21 going to hand you what's been marked as Exhibit Number  
22 36 to your deposition.

23 [Exhibit Teva-Sippial-036

24 marked for identification.]

1 Q. And this is an e-mail dated April 12th of  
2 2007, and again, it's from your boss, Philip Tocco, to  
3 you and other members of the Great Lakes team; right?

4 A. Yes.

5 Q. So this is a e-mail that would have been  
6 received by you; right?

7 A. Correct.

8 Q. And he starts off with attached is the  
9 e-launch tract for the entire west by area. First,  
10 congratulations on consistently leading the western  
11 region in terms of prescription per week over the last  
12 few weeks. Second, you can see we lag a bit behind  
13 some of the areas in terms of their physician comfort  
14 level with the higher doses. Part of our sales goal  
15 over the next few months should be to increase the  
16 comfort level of our strong supporter -- Fentora  
17 supporters with the higher doses. Do you see that?

18 A. Yes.

19 Q. So that was instruction that your boss,  
20 Phil Tocco, sent out to you and other members of the  
21 Great Lake team; right?

22 A. Correct.

23 Q. And his instructions to you and other  
24 members of the team was to go out there and try to

1     convince or make doctors more comfortable with the  
2     higher doses of Fentora; right?

3             A.     Correct.

4             MR. MAIER:   Form.

5             Q.     (By Mr. Faes)   And he states that that's  
6     part of your sales goal; right?

7             A.     Yes.

8             Q.     And that's because, as we talked about  
9     earlier, the higher doses of Fentora cost more and mean  
10    more revenue for the company; right?

11            A.     Correct.

12            MR. MAIER:   Objection.   Form.

13            Q.     (By Mr. Faes)   I'm going to hand you  
14    what's been marked as Exhibit 37 to your deposition.

15            MR. FAES:   I'm going back one now.

16            [Exhibit Teva-Sippial-037

17            marked for identification.]

18            Q.     (By Mr. Faes)   This is an e-mail dated  
19    February 16th of 2007 from your supervisor, Philip  
20    Tocco, to you and others -- other members of the Great  
21    Lakes sales team; right?

22            A.     Yes.

23            Q.     So this is an e-mail that you would have  
24    received; right?

1 A. Correct.

2 Q. And his instructions to you in the middle  
3 of the page is we can't focus on Actiq switches alone  
4 even with our past Actiq advocates. We might be  
5 pleasantly surprised when we target and tailor our  
6 messages towards other segments of your high potential  
7 targets overall pure SAO or short-acting opioid  
8 business. Do you see that?

9 A. Yes.

10 Q. So this is your boss, Phil Tocco, at the  
11 time communicating to you that you can't focus alone on  
12 your previous advocate -- Actiq -- and -- strike that.  
13 So this is your boss, Phil Tocco, at the time  
14 communicating to you that you can't focus on Actiq  
15 advocates alone to meet your sales goals for Fentora;  
16 right?

17 A. Correct.

18 MR. MAIER: Object to form.

19 Q. (By Mr. Faes) In other words, you need to  
20 look for other potential prescribers or widen your net  
21 in order to meet your sales goals; right?

22 MR. MAIER: Object to form.

23 A. Yes.

24 Q. (By Mr. Faes) And he refers specifically

1 to past Actiq advocates; right?

2 A. Yes.

3 Q. And that would be referring --

4 advocates -- Actiq advocates would be referring to

5 people that had done company-sponsored Cephalon speaker

6 programs in the past for Actiq; right?

7 MR. MAIER: Objection. Form, foundation.

8 A. Or past prescribers.

9 Q. (By Mr. Faes) Or past prescribers, so it  
10 could refer to both?

11 A. Correct.

12 Q. It could refer to past prescribers or  
13 those who had done company-sponsored programs in the  
14 past for Actiq; right?

15 A. Yes.

16 MR. ROONEY: Object to form.

17 Q. (By Mr. Faes) And your boss referred to  
18 those people as Actiq advocates; right?

19 A. Yes.

20 MR. MAIER: Same objection.

21 Q. (By Mr. Faes) And you understood that  
22 that's what he meant at the time; right? That's your  
23 understanding?

24 A. Yes.

1           Q.     This -- I'm handing you what's been marked  
2     as Exhibit Number 38 to your deposition.

3                     [Exhibit Teva-Sippial-038  
4                     marked for identification.]

5           Q.     And this is an e-mail dated June 5th of  
6     2007, and then again, it's from your supervisor, Phil  
7     Tocco, to you and other members of the Great Lakes  
8     sales force; right?

9           A.     Yes.

10          Q.     So this is an e-mail that you would have  
11     received; right?

12          A.     Yes.

13          Q.     And he starts off Great Lakes in his  
14     second sentence of this e-mail -- states our work is  
15     cut out for us in terms of making our top physicians  
16     comfortable with all the dosing available; right?

17          A.     Yes.

18          Q.     And so again, this is reflecting the  
19     company's goals and directives to get physicians that  
20     you're detailing for Fentora comfortable with the  
21     higher doses of Fentora; right?

22          A.     Correct.

23          Q.     (By Mr. Faes) And that's --

24                     MR. MAIER: Objection. Form, foundation.

1 Q. (By Mr. Faes) And that was -- you  
2 understood that that was to meet the company's sales  
3 goals for Fentora; right?

4 A. Yes.

5 MR. ROONEY: Object to form.

6 Q. (By Mr. Faes) And you understood that the  
7 reason that that was important is because the higher  
8 doses of Fentora cost more and meant more revenue for  
9 the company; right?

10 MR. MAIER: Same objection.

11 A. Yes.

12 Q. (By Mr. Faes) I'm going to hand you  
13 what's been marked as Exhibit Number 39 to your  
14 deposition.

15 [Exhibit Teva-Sippial-039  
16 marked for identification.]

17 Q. And this is a document titled Actiq RMP or  
18 risk management program repeat off-label prescribers,  
19 August of 2007. Do you see that?

20 A. Yes.

21 Q. So this would -- and forward in time, this  
22 would be after Fentora was launched; right?

23 A. Yes.

24 Q. So even after Fentora was launched, you

1     were still continuing to get these reports of repeat  
2     off-label prescribers of Actiq; right?

3                     MR. ROONEY:   Object to form.

4             A.     I don't know if we were given this.

5             Q.     (By Mr. Faes)   If you can turn -- at this  
6     time in August of 2007, you would have discontinued  
7     promoting or detailing Actiq; right?

8             A.     Correct.

9             Q.     You would have been -- in terms of opioid  
10    products you were promoting, Fentora would have been  
11    the only product you were detailing or promoting;  
12    right?

13            A.     Yes.

14            Q.     If you can turn to the second page of this  
15    document. Fifth column down. See there's a Dr. Suresh  
16    Gupta listed as a repeat off-label prescriber for  
17    Actiq; right?

18            A.     Yes.

19            Q.     And that would have been -- he's in  
20    Dayton, Ohio, so that would have been a doctor that you  
21    would have regularly called on; right?

22                    MR. MAIER:   Objection.   Form.

23            A.     Correct.

24            Q.     (By Mr. Faes)   And this document indicates

1     that he's a repeat off-label prescriber for Actiq;  
2     right?

3             A.     Yes.

4             MR. MAIER:  Objection.  Form.

5             Q.     (By Mr. Faes)  And would it surprise you  
6     to know that Dr. Gupta was a company-paid speaker for  
7     company-sponsored programs for Fentora at least five  
8     times despite being on this list?

9             MR. MAIER:  Objection.  Form.

10            A.     No.

11            Q.     (By Mr. Faes)  I'm going to hand you --  
12                    [Discussion off the record.]

13            Q.     Let's try to push through one more  
14     section, and then --

15            A.     Yeah, that's fine.

16            Q.     Unless you need a break.

17            A.     No, that's fine.

18            Q.     You're the boss.

19            A.     Thank you.  Let's get this -- get her  
20     done.

21            Q.     No, I get it.  That's why I'm trying to  
22     get through them fast.  I'm going to hand you what's  
23     been marked as Exhibit Number 40 to your deposition.

24                    [Exhibit Teva-Sippial-040]

1 marked for identification.]

2 Q. So before I ask you any questions about  
3 Exhibit 40, which I've now misplaced -- okay, here we  
4 go. So I'm going to kind of switch gears a little bit  
5 and I want to talk to you about -- specifically about  
6 reimbursement for Actiq and Fentora; okay?

7 A. Yes.

8 Q. You understood that one potential barrier  
9 to doctors prescribing Actiq or Fentora was insurance  
10 reimbursement; right?

11 A. Correct.

12 MR. MAIER: Objection. Form.

13 Q. (By Mr. Faes) And you understood that if  
14 doctors had difficulty getting a patient prescribed  
15 Actiq or Fentora approved and paid for by his  
16 insurance, the doctor may not continue writing the  
17 prescription; right?

18 A. Correct.

19 MR. MAIER: Objection. Form, foundation.

20 Q. (By Mr. Faes) So it was part of your job  
21 then as a sales representative -- was to help doctors  
22 with problems they might be having getting a patient  
23 approved by his health plan or insurance for Actiq or  
24 Fentora; right?

1 MR. MAIER: Objection. Form.

2 A. Correct.

3 Q. (By Mr. Faes) And the company even had a  
4 hotline set up that you could refer doctors to or their  
5 office staff to if the patient -- if one of their  
6 patients was having issues; right?

7 A. Yes.

8 Q. And you understood that a common reason  
9 that an insurer might deny coverage for Actiq or  
10 Fentora was because it was prescribed or when it was --  
11 strike that. You understood that a common reason that  
12 an insurer might deny coverage for Actiq or Fentora was  
13 when it was prescribed for noncancer patients; right?

14 A. Yes.

15 MR. MAIER: Objection --

16 Q. (By Mr. Faes) In other words, they might  
17 have more problems getting approved if Actiq or Fentora  
18 was prescribed off-label; right?

19 A. Correct.

20 MR. MAIER: Objection. Form, foundation.

21 Q. (By Mr. Faes) And you'd agree with me it  
22 was still part of your job to help doctors in that  
23 situation even if it was off-label; right?

24 MR. MAIER: Objection.

1 Q. (By Mr. Faes) If they felt it was  
2 medically appropriate for their patient?

3 A. Medically necessary, yes.

4 MR. ROONEY: Object to form.

5 Q. (By Mr. Faes) In fact, it's fair to say  
6 that you even encouraged doctors to confront the  
7 insurance companies regarding their refusal to pay for  
8 Actiq even when a doctor wrote the product off-label?

9 MR. MAIER: Objection. Form.

10 A. Repeat that.

11 Q. (By Mr. Faes) Is it is it fair to say  
12 that you were instructed to encourage doctors to  
13 confront the insurance companies regarding their  
14 refusal to pay for Actiq even when a doctor wrote the  
15 product off-label if they felt it was medically  
16 necessary?

17 A. Yes.

18 MR. MAIER: Objection. Form.

19 Q. (By Mr. Faes) If I can have you look at  
20 Exhibit 40 to your deposition.

21 MR. FAES: And I think I skipped some.  
22 This is 38. Oh, you already got it up.

23 Q. (By Mr. Faes) And so we're looking at  
24 Exhibit 40, which is a e-mail dated August 2nd of 2004,

1 and it's from a Deborah Bearer to the U.S. sales force.

2 Do you see that?

3 A. Yes.

4 Q. So you would have been part of the U.S.  
5 sales force at this time; right?

6 A. Correct.

7 Q. So this is an e-mail that you would have  
8 received; right?

9 A. Yes.

10 Q. And it says attention field sales, in an  
11 effort to control the growth of Actiq, United  
12 Healthcare has recently instituted a stronger stand on  
13 its prior authorization criteria. Loosely enforced  
14 over the last year, UHC is now aggressively limiting  
15 approvals to breakthrough cancer pain for patients  
16 currently on cancer medications. You see that?

17 A. Yes.

18 Q. So essentially this is communicating that  
19 United Healthcare is aggressively limiting approvals  
20 for Actiq to only on-label indications; right?

21 MR. MAIER: Objection. Form, foundation.

22 A. Yes.

23 Q. (By Mr. Faes) And it goes on to say  
24 noncancer patients who are currently prescribed Actiq

1 will no longer be eligible for new prescriptions. Do  
2 you see that?

3 A. Yes.

4 Q. And that's essentially communicating to  
5 you as a member of the sales force that this big  
6 organization, United Health, is going to stop paying  
7 for Actiq when it's written off-label for noncancer  
8 patients; right?

9 A. Correct.

10 MR. MAIER: Objection. Form, foundation.

11 Q. (By Mr. Faes) And it goes on to instruct  
12 you what your physicians can do. Take a stand, in all  
13 bold, caps; right?

14 A. Yes.

15 Q. And it says prior authorizations and  
16 appeals send a strong message we, the clinical experts,  
17 believe Actiq is appropriate for our patients with  
18 breakthrough pain. Do you see that?

19 A. Yes.

20 Q. So essentially what this is telling you as  
21 a sales representative for Actiq at the time is that  
22 you can -- can and should go out and tell your  
23 physicians that are writing Actiq off-label for  
24 noncancer patients to take a stand against United

1 Healthcare and others that might be denying coverage  
2 for those prescriptions; right?

3 A. Correct.

4 MR. MAIER: Objection. Form.

5 Q. (By Mr. Faes) And it goes on to state  
6 what you can do. Continue to drive the clinical  
7 message with your frequent target UHC providers.  
8 Inform your physicians to -- inform your physicians of  
9 the stand UHC has taken and encourage them to appeal  
10 prior authorization denials. Do you see that?

11 A. Yes.

12 Q. So this is essentially instructing you as  
13 a member of the sales force detailing Actiq to  
14 encourage physicians that are writing Actiq off-label  
15 for noncancer patients to encourage those doctors to  
16 appeal those decisions with the insurance companies;  
17 right?

18 A. Yes.

19 MR. MAIER: Objection. Form, foundation.

20 Q. (By Mr. Faes) And this is all  
21 instructions that you would have received from your  
22 superiors at the time while you were detailing and  
23 promoting Actiq; right?

24 A. Correct.

1 Q. And this is instructions that you would  
2 have tried to follow in your territory in Ohio to the  
3 best of your ability; right?

4 A. Yes.

5 MR. MAIER: Objection. Form.

6 Q. (By Mr. Faes) And elsewhere; right?

7 A. Yes.

8 Q. I don't want to limit it to just Ohio.  
9 I'm going to hand you -- I'm going to hand you what's  
10 been marked as Exhibit Number 41 to your deposition.

11 MR. FAES: And this is 40 for you. I  
12 don't know what -- I'm all over the place. I don't  
13 know what I'm skipping at this point.

14 [Exhibit Teva-Sippial-041  
15 marked for identification.]

16 Q. (By Mr. Faes) So Exhibit Number 41 --  
17 Exhibit 41 is an e-mail and attachment dated April 20th  
18 of 2007. Do you see that?

19 A. Yes.

20 Q. And that's from -- it's from your  
21 supervisor, Philip Tocco, to you and other members of  
22 the Great Lakes sales force; right?

23 A. Yes.

24 Q. And that would have included you at this

1 time; right?

2 A. Yes.

3 Q. So you would have received this e-mail and  
4 attachment; right?

5 A. Correct.

6 Q. And if you look down towards the bottom of  
7 the page, it states attached for your review is the  
8 March 2000 activity report for the Fentora  
9 reimbursement program. Do you see that?

10 A. Yes.

11 Q. So this is discussing an activity report  
12 for the Fentora reimbursement center, the call  
13 center -- right -- that takes the calls from doctors  
14 that are having reimbursement issues with Fentora;  
15 right?

16 A. Yes.

17 Q. And if you turn to the third page in, it  
18 actually says that. It says we attach for your review  
19 the March 2007 activity report for the Fentora  
20 reimbursement program; right?

21 A. Yes.

22 Q. And if you turn to the page in this ending  
23 in 8435, and it has Exhibit 6 across the top, in order  
24 to orient you. You see the top of this -- title of

1     this slide is Fentora reimbursement program, diagnosis  
2     information, March 2007, Exhibit 6. Do you see that?

3             A.     Yes.

4             Q.     And it states this month program staff  
5     initiated insurance research on 54 cases after  
6     receiving the necessary signed consent forms. Of the  
7     54 reportable diseases, 100 percent --

8             A.     Diagnosis.

9             Q.     Thank you.

10            A.     Uh-huh.

11            Q.     Of the 54 reportable diagnoses, 100  
12     percent were for patients diagnosed with conditions  
13     other than breakthrough cancer pain. Do you see that?

14            A.     Yes.

15            Q.     So this reflects that of the 54 cases that  
16     the Fentora reimbursement center was assisting doctors  
17     with, 100 percent of them were for prescriptions  
18     written off-label; right?

19            A.     Correct.

20                   MR. MAIER: Object to form.

21            Q.     (By Mr. Faes) And it says these cases had  
22     the following diagnoses. Back-related pain, 20.  
23     Migraine, six. Radiculopathy/neurology, five.  
24     Abdominal pain, six. Fibromyalgia, four. Neuropathy,

1 three. I don't know that word -- acro -- endiatists  
2 (ph), two. Cerebralgia (ph), two. Chronic pain, two.  
3 Osteoarthritis, one. Pelvic pain, one. Reflex  
4 sympathetic disorder, one. Rheumatoid arthritis, one.  
5 Spondylolysis, one. And treatment-related pain, one.  
6 You see that?

7 A. Yes.

8 Q. And you'd agree with me that those are all  
9 off-label uses for Fentora; right?

10 A. Yes.

11 Q. And this is information that would have  
12 been received and shared with you as a sales  
13 representative responsible for promoting and detailing  
14 Fentora in the field; right?

15 A. Yes.

16 MR. ROONEY: Object to form.

17 Q. (By Mr. Faes) And you'd agree with me  
18 that there was no instruction or direction from the  
19 company at this time that you shouldn't continue to  
20 refer doctors to this Fentora reimbursement program  
21 hotline if they were writing Fentora off-label; right?

22 MR. MAIER: Objection. Form.

23 A. Repeat that.

24 Q. (By Mr. Faes) In other words, you would

1 agree with me that even after this report was shared,  
2 the direction from your superiors at the company was  
3 that you were still allowed and encouraged to direct  
4 physicians who were having reimbursement issues with  
5 Fentora to their Fentora reimbursement hospital even if  
6 those doctors were prescribing off-label; right?

7 MR. MAIER: Objection. Form.

8 A. Reimbursement hospital?

9 Q. (By Mr. Faes) Reimbursement hotline. So  
10 let me strike that and reask the question. You would  
11 agree with me that even after this report that we're  
12 looking at as Exhibit Number 41 was shared with you,  
13 your direction or the direction from your superiors at  
14 the company was that you were still allowed and even  
15 encouraged to direct physicians who were having  
16 reimbursement issues with Fentora to this Fentora  
17 reimbursement hotline even if these -- even if the  
18 doctors were prescribing off-label; right?

19 A. Correct.

20 MR. MAIER: Objection. Form.

21 Q. (By Mr. Faes) And if you turn to the page  
22 in this document ending in 8436. This slide is labeled  
23 Exhibit 7, and it states the program assisted with 54  
24 prior authorization PA and appeal requests in March.

1 All but one of these cases were for conditions other  
2 than breakthrough cancer pain. Do you see that?

3 A. Yes.

4 Q. So this is reflecting to you and  
5 information given to you as a sales rep that the  
6 reimbursement hotline received 54 appeal requests in  
7 March, and 53 of the 54 were for -- that they helped  
8 with were for off-label uses; right?

9 A. Yes.

10 MR. MAIER: Objection. Form, foundation.

11 Q. (By Mr. Faes) And if you turn to the  
12 following page of this exhibit, you note that the  
13 program -- it says that the program, which means the  
14 Fentora reimbursement program, has secured prior  
15 authorization and appeal approvals with the following  
16 payers since launch, and it lists three insurers in  
17 Ohio -- Anthem (ph), BCBS of Ohio, Butler Insurance  
18 Service, and Medical Mutual. Do you see that?

19 A. Yes.

20 Q. And these were all insurers that insured  
21 patients of doctors that you called on in your  
22 territory; right?

23 A. Yes.

24 Q. And this was communicated to you that

1     because of the efforts by the company that Fentora had  
2     prior approvals with these big three insurers due to  
3     their efforts; right?

4             A.     Yes.

5             MR. MAIER:   Objection.   Form.

6             Q.     (By Mr. Faes)   You need to take a quick  
7     break or keep going?   That's the end of kind of a  
8     section, so it might be --

9             MR. MAIER:   We might take a few minutes.

10            MR. FAES:   You want to take a five-minute  
11    breather break and --

12            A.     Yes.

13            THE VIDEOGRAPHER:   We are going off the  
14    record at 5:04 PM.

15                    [A brief recess was taken.]

16            THE VIDEOGRAPHER:   We are back on the  
17    record at 5:15 PM.

18            Q.     (By Mr. Faes)   Mr. -- or I'm sorry.   Ms.  
19    Sippial, we're back on the record after a short break.  
20    Are you ready to proceed?

21            A.     Yes.

22            Q.     So switching gears a little bit again, as  
23    part of your job as a sales rep, you could distribute  
24    or have the company distribute articles that focused on

1 noncancer off-label uses of Fentora or Actiq upon  
2 request by a physician; right?

3 A. Yes.

4 MR. MAIER: Objection. Form.

5 Q. (By Mr. Faes) And that was called a  
6 medical information request, or MIRF; right?

7 A. Correct.

8 Q. And MIRFs could include articles published  
9 by the WLF or Washington Legal Foundation; right?

10 A. Yes.

11 MR. FAES: I'm going to jump in -- jumping  
12 up to 50 for you.

13 Q. (By Mr. Faes) I'm going to have -- I'm  
14 going to hand you what's been marked as Exhibit Number  
15 42 to your deposition. And Exhibit 42 is a sales  
16 bulletin dated April 15th of 2008, and it's to the pain  
17 care specialists sales force. Do you see that?

18 [Exhibit Teva-Sippial-042  
19 marked for identification.]

20 A. Yes.

21 Q. And the title or the subject is WLF policy  
22 update; right?

23 A. Yes.

24 Q. And so this is a bulletin that you would

1 have received as a sales rep for Fentora at this time;  
2 right?

3 A. Yes.

4 Q. And it states that the -- this  
5 communication is being sent to inform you of an update  
6 on utilizing the WLF, Washington Legal Foundation,  
7 reprints. In order to better manage our business  
8 within today's ever-changing regulatory environment, it  
9 has been decided that the distribution of all WLF  
10 reprints cease immediately and that all copies of these  
11 reprints in your possession be destroyed. Do you see  
12 that?

13 A. Yes.

14 Q. So this would indicate direction to you by  
15 management at this time that you may have had reprints  
16 regarding the use of Fentora or Actiq in your  
17 possession and that you were no longer able to  
18 distribute those; right?

19 A. Correct.

20 Q. So it would indicate that prior to this  
21 point you were able to leave some of those reprints  
22 behind with your physicians; right?

23 MR. MAIER: Object to form.

24 A. Or had them sent to the company -- sent

1 from the company.

2 Q. (By Mr. Faes) Right, but if they were in  
3 your possession, that would indicate that at least some  
4 of them you were allowed to drop off or leave behind  
5 with the physician; right?

6 A. Correct.

7 MR. MAIER: Object to form.

8 Q. (By Mr. Faes) And it says that should  
9 your physicians have a question or request information  
10 outside the Fentora-approved indication, these articles  
11 will only be available through a medical affairs  
12 response via an unsolicited medical information request  
13 form, MIRF; right?

14 A. Yes.

15 Q. And so this would indicate that prior to  
16 this bulletin, which is informing you that now these  
17 articles will only be available through a MIRF request,  
18 that prior to this some of the articles were available  
19 without a MIRF request; right?

20 MR. MAIER: Objection. Form.

21 A. I believe so.

22 Q. (By Mr. Faes) And you understood at this  
23 time that some of the WLF or Washington Legal  
24 Foundation reprints discussed the use of Actiq or

1 Fentora in off-label noncancer pain indications; right?

2 A. Yes.

3 MR. MAIER: Objection. Form, foundation.

4 Q. (By Mr. Faes) And if you look at Exhibit  
5 Number 43, this is an e-mail dated April 15th of 2008,  
6 the same date; right?

7 [Exhibit Teva-Sippial-043  
8 marked for identification.]

9 A. Yes.

10 Q. And this is an e-mail from a Cynthia  
11 Condodina to sales and marketing and a number of other  
12 groups; right?

13 A. Yes.

14 Q. So you would have received this e-mail;  
15 right? Sales PCS all?

16 A. Yes.

17 Q. And the subject of this is Fentora sales  
18 force update, WLF reprint policy effective immediately;  
19 right?

20 A. Correct.

21 Q. And it states below on behalf of the  
22 Fentora brand team, this communication is being sent to  
23 you to inform you of an update on utilizing the  
24 following WLF, Washington Legal Foundation, reprints,

1 and it lists two reprints there. Do you see that?

2 A. Yes.

3 Q. One of them is Portenoy, et al, and the  
4 title of that is for relief of breakthrough pain in  
5 opioid-tolerant patients with chronic low back pain, a  
6 randomized placebo controlled study. Do you see that?

7 A. Yes.

8 Q. So the title of that reprint alone would  
9 indicate that this reprint, this Portenoy reprint, is  
10 discussing Fentora in an off-label indication; right?

11 A. Yes.

12 MR. MAIER: Objection. Form.

13 Q. (By Mr. Faes) And the second one listed  
14 here is Simpson, et al, fentanyl buccal tablets for the  
15 relief of breakthrough pain in opioid-tolerant adult  
16 patients with chronic neuropathic pain, a multicenter  
17 randomized double-blind placebo controlled study. Do  
18 you see that?

19 A. Yes.

20 Q. And so again, the title of this document  
21 would indicate that this reprint as well was discussing  
22 the use of Fentora in an off-label indication; right?

23 A. Yes.

24 MR. MAIER: Objection. Form, foundation.

1           Q.       (By Mr. Faes) And below it states in  
2     order to better manage our business within today's  
3     ever-changing regulatory environment, it has been  
4     decided that the distribution of all WL reprints cease  
5     immediately and all copies of those reprints in your  
6     possession be destroyed; right?

7           A.       Yes.

8           Q.       So this indicates that prior to this sales  
9     bulletin, you were able to leave these two articles or  
10    handouts behind even though they discussed off-label  
11    uses of Fentora; right?

12          A.       Yes.

13                   MR. ROONEY: Object to form.

14          Q.       (By Mr. Faes) And you would have done  
15    that be -- at -- strike that. And you would have  
16    followed the instructions of your superiors at the  
17    company and distributed those reprints if a physician  
18    asked a question about the use of Fentora in those  
19    off-label indications; right?

20          A.       Yes.

21                   MR. MAIER: Objection. Form.

22          Q.       (By Mr. Faes) I'm going to hand you  
23    what's been marked as Exhibit Number 44 to your  
24    deposition.

1 [Exhibit Teva-Sippial-044

2 marked for identification.]

3 Q. And this is a sales bulletin dated July  
4 19th of 2009. Do you see that?

5 A. Yes.

6 Q. And the subject of this -- well, first of  
7 all, this is a sales bulletin that was sent to all  
8 sales personnel; right?

9 A. Yes.

10 Q. And you would have been a member of the  
11 sales force at this time; right?

12 A. Yes.

13 Q. So this is a sales bulletin that you would  
14 have received; right?

15 A. Yes.

16 Q. And the subject of this sales bulletin is  
17 frequently-asked questions from compliance sales  
18 meeting. Do you see that?

19 A. Yes.

20 Q. And if you turn to the second page in of  
21 this document and you look down under model call sales  
22 behaviors. And it's got kind of a model question and  
23 answer; right?

24 A. Yes.

1 Q. And if you look under Section 2, it states  
2 should we still complete MIRFs for off-label questions?  
3 Is there a thing as MIRFing too much? Do you see that?

4 A. Yes.

5 Q. And the model answer is representatives  
6 should definitely complete MIRFs for off-label  
7 questions. This is the appropriate vehicle for  
8 responding when a physician asks a question regarding  
9 off-label use of one of Cephalon's products. There's  
10 no such thing as MIRFing too much. Do you see that?

11 A. Yes.

12 Q. And that's instructions that you would  
13 have received from your superiors at the company at  
14 this time that there was no such thing as MIRFing too  
15 much; right?

16 A. Correct.

17 MR. MAIER: Objection. Form.

18 Q. (By Mr. Faes) Meaning that your direction  
19 and instructions from the company that you received is  
20 that you couldn't submit too many requests to the  
21 company from doctors for reprints discussing Actiq or  
22 Fentora in off-label indications; right?

23 A. Correct.

24 MR. MAIER: Objection. Form.

1           Q.       (By Mr. Faes) If you turn to the third  
2 page in of this document, see there's questions and  
3 answers regarding compensation and off-label sales. Do  
4 you see that? It's the -- oh, I think I gave you the  
5 wrong page. It's ending in 3850. I think it's the  
6 fourth page in. I think I said the third page in.  
7 It's the fourth page in.

8                   MR. FAES: It's Page 3 at the top, though.  
9 Yeah, there we go.

10           Q.       (By Mr. Faes) So you see there's a  
11 section here labeled compensation and off-label sales,  
12 and there's some questions and answers here; right?

13           A.       Yes.

14           Q.       And if you look at Number 3, one of the  
15 questions is, why do we call on physicians who may be  
16 likely to prescribe our products for off-label uses?  
17 Do you see that?

18           A.       Yes.

19           Q.       And do you see the model answer is we call  
20 on physicians who may be interested in using our  
21 products to help their patients. We have created a set  
22 of rules for reps that we believe if followed legally  
23 permit them to call on doctors who may decide in their  
24 independent medical judgment to prescribe the products

1 off-label. Do you see that?

2 A. Yes.

3 Q. And that's essentially the communication  
4 from the company at this time in 2007 of why you were  
5 calling on physicians who may be likely to prescribe  
6 Actiq or Fentora off-label; right?

7 A. Yes.

8 MR. MAIER: Objection. Form.

9 Q. (By Mr. Faes) And then there's another  
10 question here. Why do our sales forecasts include so  
11 much in off-label sales? And the answer is physicians  
12 routinely prescribe drugs for off-label uses and our  
13 drugs are no expectation. Our sales forecasts capture  
14 the usage and any anticipated growth in this usage as  
15 well as growth due to independent changes in the  
16 marketplace such as potential new medical information  
17 and changes to managed care reimbursement. Do you see  
18 that?

19 A. Yes.

20 Q. So you'd agree with me that this was  
21 direction or information that was provided to you by  
22 the company of why a large part of your quota, if you  
23 will, was based on off-label sales; right?

24 A. Yes.

1 MR. MAIER: Objection. Form, foundation.

2 Q. (By Mr. Faes) So you had a sales quota  
3 that was set forth by the company by your superiors;  
4 right?

5 A. Yes.

6 Q. And you had no input into what that sales  
7 quota was; right?

8 A. Correct.

9 Q. And it was based on essentially your prior  
10 quarter or your prior year for your territory; right?

11 A. Yes.

12 Q. And --

13 MR. ROONEY: Object to form.

14 Q. (By Mr. Faes) And you knew that that  
15 included off-label sales that physicians in your  
16 territory were writing for the prior quarter or the  
17 prior year; right?

18 MR. MAIER: Objection. Form.

19 A. Yes.

20 Q. (By Mr. Faes) And you knew that that  
21 could be a significant amount of prescriptions for some  
22 doctors; right?

23 MR. MAIER: Objection. Form, foundation.

24 A. Yes.

1 Q. (By Mr. Faes) And you knew that if all of  
2 your -- all of the prescribers in your territory who  
3 were writing off-label were suddenly convinced or  
4 persuaded that they should no longer do that with Actiq  
5 and Fentora, it would be basically impossible for you  
6 to meet your quota; right?

7 A. Correct.

8 MR. MAIER: Objection. Form, foundation.

9 Q. (By Mr. Faes) And so if you can't -- and  
10 if you didn't meet your quota, you wouldn't receive  
11 your bonus or your compensation, which could be up to  
12 30 percent of your total compensation or more; right?

13 A. True.

14 MR. MAIER: Objection. Form, foundation.

15 Q. (By Mr. Faes) So you'd agree with me that  
16 the system put in an incentive to you to not discourage  
17 doctors who were prescribing off-label to stop that;  
18 right?

19 MR. MAIER: Objection. Form.

20 A. Repeat that.

21 Q. (By Mr. Faes) You would agree with me  
22 that the system that was put in place by the company  
23 where they were using off-label use as part of your  
24 quota put in a financial incentive in place for reps

1     like you to not discourage doctors who were already  
2     writing off-label to stop that usage; right?

3                     MR. MAIER:  Objection.  Form.

4             A.     Not necessarily.

5             Q.     (By Mr. Faes)  Well, you'd agree with me  
6     that if a -- well, strike that.  You'd agree with me  
7     that if the numbers that we saw on the 2005 marketing  
8     plan were true that up to 90 percent of prescriptions  
9     for Actiq were off-label and all of the doctors who  
10    were writing off-label suddenly stopped, it would be  
11    impossible to meet your sales goals; right?

12                    MR. MAIER:  Objection.  Form.

13            A.     Probably.

14            Q.     (By Mr. Faes)  So there was -- so you'd  
15    agree with me that under the system set forth by the  
16    company, there was a financial incentive for reps like  
17    you to essentially maintain the status quo as far as  
18    their current prescribers' off-label use of Actiq or  
19    Fentora; right?

20           A.     Yes.

21                    MR. MAIER:  Objection.  Form.

22           Q.     (By Mr. Faes)  I'm going to hand you  
23    what's been marked as Exhibit Number 45 to your  
24    deposition.

1 [Exhibit Teva-Sippial-045

2 marked for identification.]

3 Q. And this is a medical information request  
4 submitted by you regarding a Dr. John Brush (ph), who  
5 was a doctor in your territory; right?

6 A. Correct.

7 Q. And the question is doctor would like any  
8 studies on Fentora and nonmalignant pain, and it's  
9 dated October 12th of 2006; right?

10 A. Correct.

11 Q. And in response to that the company sends  
12 a document FENT014 use for the management of  
13 breakthrough pain in opioid-tolerant patients with  
14 cancer -- with chronic noncancer pain conditions;  
15 right?

16 A. Yes.

17 MR. ROONEY: Object to form.

18 Q. (By Mr. Faes) So this is an example of a  
19 MIRF request for an off-label use that was submitted by  
20 you and fulfilled by the company; right?

21 A. Yes.

22 MR. MAIER: Object to form.

23 Q. (By Mr. Faes) I'm going to hand you  
24 what's been marked as Exhibit Number 46 to your

1 deposition.

2 [Exhibit Teva-Sippial-046

3 marked for identification.]

4 Q. And this is another MIRF or medical  
5 information request submitted by you dated October 23rd  
6 of 2006; right?

7 A. Yes.

8 Q. And this request is by a Dr. James Molnar.

9 A. Molnar.

10 Q. And his question is doctor would like any  
11 articles or studies on the use of Fentora and  
12 nonmalignant pain; right?

13 A. Correct.

14 Q. And that means noncancer pain; right?

15 A. Yes.

16 Q. And so this is another document dated  
17 October 20th, a MIRF request, asking the company for  
18 information regarding off-label use of Fentora; right?

19 A. Yes.

20 MR. MAIER: Objection. Form.

21 Q. (By Mr. Faes) And the company responded  
22 by sending this doctor a document titled use for the  
23 management of breakthrough pain in opioid-tolerant  
24 patients with chronic noncancer pain conditions; right?

1 MR. ROONEY: Object to form.

2 A. Yes.

3 Q. (By Mr. Faes) So this is another example  
4 of a medical information request submitted by you and  
5 fulfilled by the company; right?

6 A. Yes.

7 MR. MAIER: Objection. Form.

8 Q. (By Mr. Faes) I'm going to hand you  
9 what's been marked as Exhibit Number 47 to your  
10 deposition.

11 [Exhibit Teva-Sippial-047

12 marked for identification.]

13 Q. And this is another medical information  
14 request dated July 18th of 2007 submitted by you on  
15 behalf of a Dr. Gulam Mukhdomi?

16 A. Mukhdomi. Mukhdomi.

17 Q. And the question that this doctor  
18 submitted on July 17th of 2007 is that doctor would  
19 like information on the use of Fentora in nonmalignant  
20 back pain; right?

21 A. Yes.

22 Q. And so he's asking about noncancer back  
23 pain, which is an off-label use; right?

24 A. Yes.

1 MR. ROONEY: Object to form.

2 Q. (By Mr. Faes) And in response to this  
3 request, the company sends -- looks like the same  
4 document use for the management of breakthrough pain in  
5 opioid-tolerant patients with chronic noncancer pain  
6 conditions; right?

7 A. Correct.

8 MR. ROONEY: Object to form.

9 Q. (By Mr. Faes) So this is another example  
10 of a medical information request submitted by you and  
11 fulfilled on behalf of the company regarding a  
12 off-label use of the product; right?

13 A. Yes.

14 MR. ROONEY: Object.

15 MR. MAIER: Object to form.

16 Q. (By Mr. Faes) I'm going to hand you  
17 what's been marked as Exhibit 48 to your deposition.

18 [Exhibit Teva-Sippial-048

19 marked for identification.]

20 Q. And this is another -- it looks like a set  
21 of medical information requests from you on behalf  
22 of -- another one on behalf of Dr. -- the previous  
23 doctor we looked at and Dr. Suresh Gupta; right?

24 A. Correct.

1 Q. And the question that Dr. Mukhdomi asked  
2 on July 24th of 2007 is that doctor is interested in  
3 studies using Fentora and chronic back pain and  
4 neuropathic pain after speaking with Dr. Nalamachu at  
5 our lunch Cephalon speaking program. Do you see that?

6 A. Yes.

7 Q. And so this indicates that one of your --  
8 strike that. This indicates that one of the  
9 company-sponsored speakers gave a talk on Fentora at a  
10 company-sponsored program and that sparked an interest  
11 by this other doctor in using Fentora for back pain and  
12 neuropathic pain; right?

13 A. Yes.

14 MR. MAIER: Objection. Form, foundation.

15 Q. (By Mr. Faes) And this would be one of  
16 the peer-to-peer selling situations you talked about  
17 where one doctor talks to another doctor about the use  
18 of Fentora or Actiq; right?

19 A. Correct.

20 MR. MAIER: Objection. Form, foundation.

21 Q. (By Mr. Faes) And there's another request  
22 down here from Dr. Gupta dated the same date, July 24th  
23 of 2007, and it looks like Dr. Gupta has a similar  
24 request. He's interested in using Fentora in chronic

1 back pain and neuropathic pain after speaking to the  
2 same doctor at the Cephalon speaker program; right?

3 A. Correct.

4 Q. And so I'm guessing that because there's  
5 two requests on the same day, that these requests were  
6 given to you immediately after a Cephalon speaker  
7 program, most likely; right?

8 A. Most likely.

9 MR. MAIER: Objection. Form, foundation.

10 Q. (By Mr. Faes) And most likely the  
11 presenter -- the company-paid presenter, Dr. Nalamachu,  
12 at some point discussed off-label uses for Fentora at  
13 the end of the program; right?

14 MR. MAIER: Objection. Form, foundation.

15 A. Repeat that.

16 Q. (By Mr. Faes) Most likely the reason that  
17 these two responses that are almost identical in nature  
18 are submitted on the same day at the end of a speaker  
19 program is that Dr. Nalamachu, the company-sponsored  
20 speaker, discussed potential off-label uses of Fentora  
21 in neuropathic pain and back pain during or immediately  
22 after the program; right?

23 A. Possibly.

24 MR. MAIER: Objection. Form, foundation.

1 MR. ROONEY: Don't guess.

2 Q. (By Mr. Faes) And you knew -- you say  
3 possibly, but you knew that that was something that a  
4 speaker was allowed to do at the end of a Cephalon  
5 speaker program; right?

6 A. Yes.

7 Q. You knew that speakers were permitted to  
8 respond to off-label questions at the end of a Cephalon  
9 speaker program during the Q & A portion of the  
10 program; right?

11 A. Yes.

12 MR. MAIER: Objection. Form.

13 Q. (By Mr. Faes) And you'd agree with me  
14 that that was one of the key plusses or key benefits to  
15 doing a company-sponsored Cephalon speaker program --  
16 is because that was something that you couldn't do with  
17 a doctor in any circumstance; right?

18 A. Yes.

19 MR. MAIER: Objection. Form.

20 MR. FAES: All right. So I'm going to  
21 switch gears a little bit again. I'm jumping to 54  
22 now.

23 Q. (By Mr. Faes) And I'm going to hand you  
24 what's been marked as Exhibit Number 49 to your

1 deposition.

2 [Exhibit Teva-Sippial-049

3 marked for identification.]

4 Q. And this is a HR self appraisal submitted  
5 by you to your boss, Michael Morreale, on October 15th  
6 of 2004; right?

7 A. Yes.

8 Q. And so if you turn in to the first page of  
9 this document, this reflects on -- this is a document  
10 that would have been written by you to your boss,  
11 Michael Morreale; right?

12 A. Yes.

13 Q. And you note that your objectives and  
14 accomplishments at this time is that you had conducted  
15 10 to 20 MEPS or medical education programs with  
16 national speakers while developing local physicians --  
17 i.e., Dr. Smith and Dr. Simons -- to speak with us.  
18 You completed 13 to date; right?

19 A. Yes.

20 Q. And so this reflects that at this time in  
21 2004 you're doing quite a few company-sponsored medical  
22 education programs; right?

23 A. Yes.

24 MR. ROONEY: Object to form.

1 Q. (By Mr. Faes) And I'm going to hand you  
2 what's been marked as Exhibit Number 50 to your  
3 deposition.

4 [Exhibit Teva-Sippial-050  
5 marked for identification.]

6 MR. FAES: Did I give you one?

7 MR. ROONEY: No.

8 MR. FAES: I thought I gave you one.  
9 Sorry. I'm almost trying to go too fast now.

10 MR. ROONEY: I appreciate it.

11 Q. (By Mr. Faes) So Exhibit Number 50 is an  
12 e-mail from you to a Michelle Tinkler dated August 28th  
13 of 2008; right?

14 A. Yes.

15 Q. And who is Michelle Tinkler? Was she your  
16 area supervisor for a brief time at this -- in August  
17 of 2008?

18 A. She was a -- she was in upper management.

19 Q. So she was possibly your boss's boss or  
20 even higher than that; right?

21 A. No, they were probably on the same --

22 Q. Same level as Michael Morreale?

23 A. Same level. Mike Morreale, yeah.

24 Q. So she was another area regional manager?

1 A. Yes.

2 Q. And act --

3 A. She was a liaison. That's what she was.

4 A liaison.

5 Q. So actually further down on this is what I  
6 want to ask about. You're sending an e-mail to your  
7 actual boss at this time, Michael Morreale, and you  
8 state I know it's early, but I need, in all caps, Dr.  
9 Jobalia to become an Amrix speaker. He's now my one --  
10 Number 1 to Number 2 highest writer of Amrix, but is  
11 also becoming my second highest Fentora prescriber. Do  
12 you see that?

13 A. Yes.

14 Q. So at this time -- and this is the same  
15 Jobalia -- Dr. Jobalia that we saw in your call notes  
16 that said he rarely prescribes Fentora for cancer  
17 patient -- or strike that. This is the same Jobal --  
18 Dr. Jobalia from your speaker notes that said that he  
19 rarely prescribed Actiq for his cancer patients; right?

20 A. Yes.

21 MR. MAIER: Objection. Form.

22 Q. (By Mr. Faes) And now he's become -- he's  
23 becoming your second highest -- this same doctor is  
24 becoming your second highest Fentora prescriber; right?

1           A.     Yes.

2           Q.     And you're wanting to consider him to be a  
3     speaker for one of the other products that you're  
4     detailing, which is Amrix; right?

5           A.     Yes.

6           Q.     And Amrix was a -- kind of a muscle  
7     relaxer that you would have sometimes detailed on the  
8     same call or same trip as Fentora; right?

9           A.     Correct.

10          Q.     And so did you actually proceed and use  
11     Dr. Jobalia as a speaker either for Amrix or Fentora?

12          A.     Yes. I don't know.

13          Q.     And you note that his wife is also opening  
14     a practice in northern Kentucky and will also be a high  
15     potential prescriber; right?

16          A.     Correct.

17          Q.     What did you remember about Dr. Jobalia's  
18     practice?

19          A.     He was pain management. He was in --  
20     located in Cincinnati, and he was a high prescriber.

21          Q.     Did you ever -- any time you called on  
22     him, did you ever notice anything unusual or suspicious  
23     about his practice or any of the patients that were in  
24     his office?

1           A.       No.

2                   MR. ROONEY:  Objection.

3                   MR. MAIER:  Objection.  Form.

4           Q.       (By Mr. Faes)  Did you ever notice  
5   anything unusual or suspicious about any doctors'  
6   offices of any -- that you called on during your time  
7   for Actiq or Fentora?

8                   MR. MAIER:  Object to form.

9           Q.       (By Mr. Faes)  Anything unusual or  
10   suspicious?

11          A.       Not particularly, no.

12          Q.       Did you ever have cause -- strike that.  
13   Did you ever, for example, walk through a patient's  
14   waiting room and see a patient using an Actiq stick or  
15   a Fentora tablet right in the waiting room?

16          A.       I would not have known to see a patient  
17   with an -- with a Fentora, and I never saw patients  
18   with Actiq in the waiting room.  I don't think so.

19          Q.       I'm going to hand you what's been marked  
20   as Exhibit 51 to your deposition.

21                   [Exhibit Teva-Sippial-051  
22                   marked for identification.]

23          Q.       And this is your call log --

24                   MR. ROONEY:  Do you have a copy for me?

1 Thanks.

2 Q. (By Mr. Faes) To Dr. Jobalia between  
3 October 2nd of 2006 and May 9th of 2009. And so  
4 looking at these call notes, this is after the period  
5 of time that the company made the change to the way you  
6 were allowed to enter your call log or call notes and  
7 you were no longer allowed to enter any kind of a  
8 comment detailing what happened during these visits;  
9 right?

10 MR. MAIER: Objection. Form.

11 A. Yes.

12 Q. (By Mr. Faes) And I'll represent to you  
13 that there are 83 visits on this call log between  
14 October 2nd of 2006 and May 6th of 2009, all to Dr.  
15 Jobalia; okay?

16 A. How many?

17 Q. 83.

18 A. Okay.

19 Q. Does that sound accurate to you?

20 A. Within that time frame, yes.

21 Q. And so you'd agree with me that we would  
22 have no way of knowing what went on or what was  
23 discussed during any of these 83 visits to Dr.  
24 Jobalia's office during this time frame because the

1     company took away your discretion and your ability to  
2     be able to enter a note describing what occurred during  
3     those visits; right?

4             A.     Correct.

5             MR. MAIER:  Objection.  Form.

6             Q.     (By Mr. Faes)  And if you look at the  
7     third column, the third column is presentation order.  
8     Do you see that?

9             A.     Yes.

10            Q.     And these notes are for Fentora, so a one  
11     would indicate that you detailed Fentora first during  
12     that visit and Amrix or some other product second  
13     during that visit; right?

14            MR. MAIER:  Objection.  Form.

15            A.     Correct.

16            Q.     (By Mr. Faes)  And you would agree with me  
17     that on the major -- well, strike that.  Now, your last  
18     call date to Dr. Jobalia was on May 6th of 2009.  Do  
19     you see that?

20            A.     Yes.

21            Q.     And you didn't leave the company until  
22     approximately the fall of 2010; right?

23            A.     Correct.

24            Q.     Why did you stop calling on Dr. Jobalia

1 after May 6th of 2009?

2 A. I think he lost his license.

3 Q. Do you recall -- strike that. Were you  
4 ever told why Dr. Jobalia lost his license?

5 MR. ROONEY: Object to form.

6 A. Yes.

7 Q. (By Mr. Faes) And why was that?

8 A. Because he slept with one of his patients.

9 Q. And was that the only reason that you knew  
10 of that Dr. Jobalia lost his license?

11 A. The only reason I knew of, yes.

12 Q. I'm going to hand you what's been marked  
13 as Exhibit Number 52 to your deposition.

14 [Exhibit Teva-Sippial-052

15 marked for identification.]

16 Q. And this is an e-mail dated June 3rd of  
17 2009. Do you see that?

18 A. Yes.

19 Q. And the subject is physicians in trouble.  
20 Do you see that?

21 A. Yes.

22 Q. And it states I wanted to make you -- and  
23 this is from your boss to your boss's -- his boss,  
24 Randy Spokane; right?

1 A. Right.

2 Q. And your boss writes to his boss, Randy, I  
3 wanted to make you aware of a couple situations in the  
4 area. Laura Sippial's Number 1 Amrix writer and top  
5 five Fentora writer, Nil Jobalia, lost his license for  
6 two years due -- to due -- I assume he means due to --  
7 inappropriate behavior with his patients. His office  
8 is not closing. They have other physicians and PAs  
9 covering while he is out, so hopefully his territory  
10 won't take a big hit. Do you see that?

11 A. Yes.

12 Q. And is that consistent with your  
13 understanding of why Dr. Jobalia lost his license?

14 A. Yes.

15 MR. MAIER: Objection. Form, foundation.

16 Q. (By Mr. Faes) And you weren't told any  
17 other reason why Dr. Jobalia lost his license; right?

18 A. No.

19 Q. I'm going to hand you what's been marked  
20 as Exhibit Number 53 to your deposition.

21 [Exhibit Teva-Sippial-053  
22 marked for identification.]

23 Q. And this is a license lookup for Dr.  
24 Jobalia, and if you turn to Page 4 of 5 of this, you

1 see that on 5-13-2009, the medical board notes consent  
2 agreement, permanent revocation of medical license  
3 stayed subject to suspension for at least two years.  
4 Conditions for reinstatement and subsequent  
5 probationary terms, conditions, and limitations for at  
6 least five years established based on the doctor's  
7 admitted history of sexual contact with three specified  
8 patients and presigning otherwise blank controlled  
9 substance prescriptions prior to their issuance. Do  
10 you see that?

11 A. Yes.

12 Q. So this document from the medical board  
13 would seem to indicate that in addition to  
14 inappropriate sexual conduct with three patients, Dr.  
15 Jobalia was -- also had his license suspended for two  
16 years basically because he was leaving presigned  
17 controlled substance prescription forms lying around;  
18 right?

19 MR. MAIER: Objection. Form.

20 A. Yes.

21 Q. (By Mr. Faes) And you'd agree with me  
22 that a doctor who leaves presigned controlled substance  
23 prescription forms laying around probably isn't an  
24 appropriate target to be calling on for Fentora and

1 Actiq; right?

2 MR. MAIER: Objection. Form.

3 A. I was unaware of that.

4 Q. (By Mr. Faes) Yeah, I understand you were  
5 unaware, but you'd agree that that would --

6 A. Yes.

7 Q. -- that would be an inappropriate target;  
8 right?

9 A. Yes.

10 MR. MAIER: Objection. Form.

11 Q. (By Mr. Faes) Certainly not one that  
12 you'd want to call on 83 times in the space of three  
13 years; right?

14 A. Correct.

15 MR. MAIER: Objection. Form.

16 Q. (By Mr. Faes) And if you turn to the  
17 following page of this document, you see that the  
18 doctor's license was reinstated on August 10th of 2011.  
19 Do you see that?

20 MR. ROONEY: It's not on ours.

21 MR. FAES: It's on the third page. Flip  
22 one page forward.

23 A. Repeat that.

24 Q. (By Mr. Faes) So if you look on the

1 following page it looks like on August 10th of 2011,  
2 approximately two years later, Dr. Jobalia's license  
3 was reinstated; right?

4 A. Yes.

5 MR. MAIER: Object to form.

6 Q. (By Mr. Faes) And you would have left  
7 Cephalon at this time; right?

8 A. I was already gone.

9 Q. Right. So would it surprise you to learn  
10 that within two months of Dr. Jobalia being reinstated  
11 after being suspended for, among other things, leaving  
12 blank controlled substance prescription pads laying  
13 around, your replacement, Colleen (sic) Gillenkirk,  
14 began calling on Dr. Jobalia for Fentora again?

15 MR. MAIER: Objection. Form, foundation.

16 A. Would it surprise me?

17 Q. (By Mr. Faes) Yes.

18 A. Yes.

19 Q. Do you believe that would be -- strike  
20 that. So do you believe that that would be  
21 inappropriate based on this doctor's history to begin  
22 calling on him for Fentora or any controlled substance  
23 again?

24 MR. MAIER: Objection. Form, foundation.

1 A. Yes.

2 Q. (By Mr. Faes) And if you turn to Page 2  
3 of this document, looks like your reaction that it  
4 would be inappropriate to call on him again would be  
5 correct, because on November 8th of 2017, Dr. Jobalia's  
6 license was surrendered and revoked in lieu of further  
7 formal disciplinary proceedings. Do you see that?

8 A. Yes.

9 MR. ROONEY: Object to --

10 MR. MAIER: Objection, form, foundation.

11 Q. (By Mr. Faes) And if you look at Exhibit  
12 Number 54. This is a statement from the Department of  
13 Justice dated June 28th of 2018, and the headline is  
14 four individuals indicted with charges related to  
15 running pills in Hamilton, defrauding Medicare. Do you  
16 see that?

17 [Exhibit Teva-Sippial-054  
18 marked for identification.]

19 A. Yes.

20 Q. And the first paragraph reads a federal  
21 grand jury has charged four individuals in three  
22 separate cases related to pill mills in Hamilton, Ohio.  
23 The charging documents allege responsibility for the  
24 death of at least three patients and more than \$2.4

1 million in health care fraud. Do you see that?

2 A. Yes.

3 Q. And if you turn to the following page,  
4 specifically talks about Dr. Niles Jobalia, and it  
5 states that the 114-count indictment alleges patients  
6 were prescribed fentanyl, oxycodone, methadone,  
7 morphine, and other controlled substances on many  
8 occasions without actually being seen by the doctor.  
9 According to the indictment, at least one patient died  
10 as a result of using the prescribed controlled  
11 substances. Do you see that?

12 A. Wow. Yeah.

13 Q. So essentially what this is saying is that  
14 Dr. Jobalia was running a pill mill; right?

15 A. Yes.

16 MR. MAIER: Objection. Form.

17 Q. (By Mr. Faes) And you'd agree with me  
18 that this isn't the kind of doctor that would be an  
19 appropriate target to call on or detail for Fentora;  
20 right?

21 A. Yes.

22 MR. MAIER: Objection. Form.

23 Q. (By Mr. Faes) And you'd agree with me  
24 that you were never told by anyone at the company that

1     you shouldn't call on Dr. Jobalia or that he was an  
2     inappropriate target; right?

3                     MR. MAIER:  Objection.  Form.

4             A.     Correct.

5             Q.     (By Mr. Faes)  And your superiors at the  
6     company knew you were calling on Dr. Jobalia because  
7     you submitted call logs on a daily, if not weekly,  
8     basis; right?

9             A.     Yes.

10                    MR. MAIER:  Objection.  Form.

11            Q.     (By Mr. Faes)  And you would agree with me  
12     that you would be relying on others at the company to  
13     review Dr. Jobalia's orders or prescriptions and  
14     monitor them in case they were suspicious or indicative  
15     of diversion or abuse; right?  That wasn't your job?

16            A.     Correct.

17                    MR. MAIER:  Objection.  Form.

18            Q.     (By Mr. Faes)  You relied on others for  
19     that; right?

20            A.     Yes.

21            Q.     And nobody at the company ever told you  
22     that there were any issues with Dr. Jobalia's  
23     prescriptions; right?

24            A.     Correct.

1 MR. MAIER: Objection. Form.

2 Q. (By Mr. Faes) And if someone had told you  
3 that there were an issue with Dr. Jobalia's  
4 prescriptions and told you to stop calling Joba -- on  
5 Dr. Jobalia, you would have done that; right?

6 A. Yes.

7 MR. MAIER: Objection. Form.

8 MR. FAES: You want to go back to  
9 Exhibit -- or jumping back to 41.

10 Q. (By Mr. Faes) Now, at some point during  
11 your employment with the company, you would have become  
12 aware that -- the company actually pled guilty to  
13 promoting Actiq off-label; right?

14 A. Yes.

15 Q. And that was because you understood that  
16 the company signed a guilty plea with the United States  
17 of America agreeing that they had promoted, among other  
18 drugs, Actiq off-label at some point in 2001; right?

19 MR. MAIER: Objection. Form.

20 A. I believe so.

21 Q. (By Mr. Faes) And we'll just mark it real  
22 quick. I'm going to hand you what's been marked as  
23 Exhibit Number 55. Actually, no, I'm not going to mark  
24 it. I'm going to hand you what's been marked as an

1 exhibit in a previous deposition, Spokane 16, and you  
2 can see that this is a guilty plea agreement between  
3 the United States of America and Cephalon, Inc. Do you  
4 see that?

5 A. Yes.

6 Q. And it states that Cephalon agrees to  
7 plead guilty to one count of an information-waiving  
8 prosecution by indictment charging it with the  
9 transportation into interstate commerce of drugs that  
10 were misbranded through off-label promotion; right?

11 A. Yes.

12 Q. And it says further down that this is all  
13 arising from Cephalon's off-label promotion of its  
14 drugs Provigil, Gabitril, and Actiq; right?

15 A. Yes.

16 Q. And this was -- if you need to look, it's  
17 on the second-to-last page, but this is an agreement  
18 that counsel for Cephalon signed on September 15th of  
19 2008; right?

20 A. Yes.

21 Q. And you were made aware of this agreement  
22 during the course of your employment at Cephalon;  
23 right?

24 A. Yes.

1           Q.     And you understood that as part of this  
2     agreement with the Department of Justice, among other  
3     things, the company had to enter into a CIA or  
4     corporate integrity agreement; right?

5           A.     Correct.

6           Q.     And you're also aware that as part of this  
7     that -- this guilty plea and settlement with the  
8     Department of Justice, that Cephalon had to pay a fine  
9     of \$425 million; right?

10          A.     I don't remember the amount, but --

11          Q.     Okay. Well, let me mark it real quick.  
12     That's why we have the documents.

13          A.     Sure.

14          Q.     I'm going to hand you what's been  
15     previous --

16                 MS. JAIN: It's already been marked.

17                 MR. FAES: Yeah, I know.

18          Q.     (By Mr. Faes) I'm going to hand you  
19     what's been previously marked as Spokane 15. And you  
20     see that the title of this is pharmaceutical company  
21     Cephalon to pay \$425 million for off-label marketing.  
22     And the second paragraph down states the information  
23     alleges that from approximately January 2001 through at  
24     least 2006, Cephalon promoted the drugs Actiq,

1     Gabitril, and Provigil for uses other than what the  
2     federal Food and Drug Administration approved. Do you  
3     see that?

4             A.     Yes.

5             Q.     And then specifically down at the bottom  
6     it states that the FDA approved Actiq, a fentanyl  
7     product manufactured as a lollipop, for use only in  
8     opioid-tolerant cancer patients, meaning those patients  
9     for whom morphine-based painkillers are no longer  
10    effective. The drug is a strong and highly addictive  
11    narcotic which signifi -- with significant potential  
12    for abuse. See that?

13            A.     Yes.

14            Q.     And from 2001 to at least 2006, Cephalon  
15    was allegedly promoting the drug for noncancer patients  
16    to use for such maladies as migraines, sickle cell  
17    pain, crises, injuries, and in anticipation of changing  
18    wound dressings or radiation therapy. Do you see that?

19            A.     Yes.

20            Q.     And you were made aware that these were  
21    the allegations that were made against Cephalon that  
22    ultimately led to a guilty plea agreement; right?

23            A.     Yes.

24                   MR. MAIER: Objection. Form.

1 Q. (By Mr. Faes) So you would have been made  
2 aware of this at some time in late 2008; right?

3 A. Yes.

4 Q. Do you recall -- strike that. Are you  
5 aware of anyone who lost their job as a result of this  
6 guilty plea agreement and settlement payment?

7 A. No.

8 MR. MAIER: Objection. Form, foundation.

9 Q. (By Mr. Faes) Are you aware of anyone who  
10 was disciplined as a result of this guilty plea  
11 agreement and settlement agreement?

12 MR. MAIER: Objection. Form, foundation.

13 A. No.

14 Q. (By Mr. Faes) Are you aware of any major  
15 changes to the marketing practices made by the company  
16 with regard to its Actiq or Fentora product as a result  
17 of this guilty plea agreement and \$425 million  
18 settlement?

19 A. Yes.

20 MR. MAIER: Objection. Form, foundation.

21 Q. (By Mr. Faes) What changes are you aware  
22 of?

23 A. The wording in our sales pieces, the  
24 direction, that the sales force was able to able to

1 take more initiative for targeting cancer physicians.

2 That's all I really can recall.

3 Q. So as far as your recollection goes in  
4 response to the guilty plea agreement and the \$425  
5 million settlement agreement, the only changes that you  
6 can remember are that the sales force was able to take  
7 more initiative with regard to which physicians they  
8 targeted and some of your sales pieces changed -- some  
9 of the wording changed?

10 MR. MAIER: Objection. Form.

11 A. And I think they decreased the sales force  
12 as well.

13 Q. (By Mr. Faes) I'm going to hand you  
14 what's been marked as Exhibit Number 55 to your  
15 deposition.

16 [Exhibit Teva-Sippial-055  
17 marked for identification.]

18 Q. And this is an e-mail dated May 26th of  
19 2004, and it's to the Ohio Valley sales team; right?

20 A. Yes.

21 Q. And so that would have included you at  
22 this time; right?

23 A. Yes.

24 Q. So this is a document that you would have

1 received; right?

2 A. Yes.

3 Q. And if you look down, it starts with this  
4 is a story -- this story is a brief -- I mean, it was  
5 ultimately forwarded to you, but if you look down it  
6 starts with this story is a brief synopsis of other  
7 coverage we have seen, including the Wall Street  
8 Journal.

9 And if you turn to the second page it  
10 states when morphine isn't enough, cancer patients can  
11 get added pain relief from Actiq, a narcotic lollipop,  
12 shown above, that delivers the drug fentanyl through  
13 the mouth's mucous membranes. While its candy-like  
14 form may appear innocuous, the potent painkiller would  
15 be fatal to a child or an adult not already taking  
16 opioid narcotics, according to the manufacturer  
17 Cephalon. Concerns about misuse, though, are growing.

18 And it goes on, people who may be leery  
19 about putting something up their nose or putting a  
20 needle in their arm might not think twice about taking  
21 a couple of licks off a lollipop, said Kevin Harley,  
22 spokesperson for the Attorney General of Pennsylvania,  
23 who reports that street trade in perc-o-pops has spread  
24 across the street. Do you see that?

1 A. Yes.

2 Q. So you were aware at this time that there  
3 was an increased street trade for Actiq lollipops and  
4 the street name for those was perc-o-pops; right?

5 MR. MAIER: Objection. Form, foundation.

6 A. In certain parts of the nation.

7 Q. (By Mr. Faes) Did you ever feel at this  
8 time or at any time that people were latching onto  
9 Actiq because it was so easy to abuse?

10 MR. MAIER: Objection. Form, foundation.

11 A. No.

12 Q. (By Mr. Faes) I'm going to hand you  
13 what's been marked as Exhibit Number 56 to your  
14 deposition.

15 [Exhibit Teva-Sippial-056

16 marked for identification.]

17 Q. And this is an e-mail and attachment dated  
18 May 24th of 2007. And this is from Peter Daniel to the  
19 Great Lakes sales team, which would have included you  
20 at this time; right?

21 A. Yes.

22 Q. And so this is a document that you would  
23 have received; right?

24 A. Yes.

1 Q. And it says good evening to all of you.

2 MR. FAES: I'm sorry. This is 45.

3 MS. JAIN: He got it.

4 MR. FAES: Okay.

5 Q. (By Mr. Faes) It says good evening to all  
6 of you. For those of you who have asked for Mary Jo  
7 Eoff's CV, she has finally sent me an updated copy. It  
8 goes on in the third paragraph, Mary Jo requested at  
9 least three weeks, months, notice if you would like her  
10 to speak. She has been working in a very busy pain  
11 management office since 2000, but full-time for the  
12 last two-and-a-half years. Do you see that?

13 A. Yes.

14 Q. So this would be apparently a e-mail from  
15 Peter David (sic) forwarding Mary Jo Eoff's CV in case  
16 you want to use her as a potential company-sponsored  
17 Cephalon speaker for Fentora; right?

18 A. Correct.

19 MR. MAIER: Objection. Form.

20 Q. (By Mr. Faes) And it states in the final  
21 paragraph she is advanced, aggressive in her use with  
22 Fentora. The majority of her patients are on 600- and  
23 800-microgram strength. As far as the clinic goes,  
24 don't let the name fool you. Yes, it contains sports

1     rehabilitation, but there is very little of that and it  
2     is more of a classic pain management clinic that we all  
3     know and love. Do you see that?

4             A.     Yeah.

5             Q.     And so this is an e-mail from a David  
6     Peter suggesting that you consider Ms. Mary Jo Eoff as  
7     a potential company-sponsored speaker for Fentora;  
8     right?

9             A.     Yes.

10            MR. MAIER: Objection. Form.

11            Q.     (By Mr. Faes) And who was David Peter?

12            A.     He was a sales representative.

13            Q.     So he was a sales representative. Was he  
14     in the Great Lakes region?

15            A.     Yes.

16            Q.     So he was another fellow sales rep that  
17     had likely use -- strike that. He was another fellow  
18     sales rep in your territory that had used Mary Jo in  
19     the past and was suggesting that you use her for your  
20     territory; right?

21            MR. MAIER: Objection. Form.

22            Q.     (By Mr. Faes) And he notes that one of  
23     the reasons why he's recommending her is that she's  
24     advanced and aggressive with her use of Fentora; right?

1           A.       Yes.

2                   MR. MAIER:  Objection.  Form.

3           Q.       (By Mr. Faes)  And he also notes that  
4  despite the name of her clinic having sports  
5  rehabilitation, there's very little of that actually  
6  going on in her clinic; right?

7           A.       That's what he -- yes.

8                   MR. MAIER:  Objection.  Form.

9           Q.       (By Mr. Faes)  And he also says that it's  
10 a -- well, strike that.

11                   [Discussion off the record.]

12                   MR. FAES:  Yeah, we need to go off the  
13 record.

14                   MR. MAIER:  Two-minute break?

15                   MR. FAES:  Yeah.

16                   THE VIDEOGRAPHER:  We are going off the  
17 record at 6:16 PM.

18                   [A brief recess was taken.]

19                   THE VIDEOGRAPHER:  We are back on the  
20 record at 6:23 PM.

21           Q.       (By Mr. Faes)  Ms. Sippial, we're back on  
22 the record after a short break.  Are you ready to  
23 proceed?

24           A.       Yes.

1 Q. I'm going to hand you what's been marked  
2 as Exhibit Number 57 to your deposition.

3 [Exhibit Teva-Sippial-057  
4 marked for identification.]

5 Q. And this is a document titled Actiq RMP  
6 initial off-label prescribing list of Fentora, February  
7 2007. Do you see that?

8 A. Yes.

9 Q. And do you see at the very top of the list  
10 that Dr. Akbik is listed on -- as the very top entry on  
11 this report; right?

12 A. Yes.

13 Q. And I'm just bringing this up because I  
14 think earlier I asked you if Dr. Akbik ever appeared on  
15 a Actiq off-label prescriber listing and you said you  
16 couldn't remember. Remember that?

17 A. Correct.

18 Q. And so does this refresh your memory that  
19 Dr. Akbik in fact was a repeat off-label prescriber of  
20 Actiq?

21 A. Yes.

22 MR. MAIER: Objection. Form.

23 Q. (By Mr. Faes) And Dr. Akbik was a doctor  
24 that you used as a company-paid speaker for

1 company-sponsored speaker programs for Actiq and  
2 Fentora on numerous occasions; right?

3 A. Yes.

4 MR. MAIER: Objection. Form.

5 Q. (By Mr. Faes) And I'm going to hand you  
6 what's been marked as Exhibit 58, which is a composite  
7 exhibit.

8 [Exhibit Teva-Sippial-058  
9 marked for identification.]

10 MR. FAES: And I don't think the tech has  
11 this one, so we're not going to put this up on screen.  
12 We're just going to kind of talk about it. This is a  
13 composite exhibit that I'll represent to you shows that  
14 Dr. Akbik was used by you as a speaker either for Actiq  
15 or Fentora at least nine times between 2005 and 2009.  
16 If you want to go through it you can. On the first  
17 page you used him on 9-22-2005. Two pages in, May  
18 13th, 2008. Then again on May 23rd, 2008, then again  
19 on June 2nd, 2008. Again on June 8th, 2009. Again on  
20 July 11th, 2008. Again on July 21st, 2009, and another  
21 one which is out of order on November 13th of 2008. Do  
22 you see that?

23 A. Yes.

24 Q. And we know that he was at least scheduled

1 for at least one more program in 2010 because that was  
2 the program that led to your separation from Cephalon;  
3 right?

4 A. Yes.

5 MR. MAIER: Objection. Form.

6 Q. (By Mr. Faes) So you'd agree with me that  
7 you used Dr. Akbik as a speaker for Actiq or Fentora at  
8 least nine times between 2005 and 2009; right?

9 A. Yes.

10 MR. MAIER: Objection. Form.

11 Q. (By Mr. Faes) I'm going to hand you  
12 what's been marked as Exhibit Number 59 to your  
13 deposition.

14 [Exhibit Teva-Sippial-059

15 marked for identification.]

16 Q. And this is a PowerPoint that was produced  
17 from your custodial file, and the title of it is street  
18 pricing of opioids. And I'll represent to you that  
19 this was attached to an e-mail.

20 MR. FAES: If I can have -- I can't find  
21 my copy of it. If I can have the technician put the  
22 copy of the e-mail up on the screen, which is 62.

23 Q. (By Mr. Faes) So this was attached from  
24 an e-mail from a Dr. Kenneth Kirsh to you dated April

1 14th of 2008. Do you see that?

2 A. Yes.

3 Q. And Dr. Kirsh writes to you that good  
4 meeting you the other day when Steve Passik was in  
5 town. Hopefully we don't bore you too much. As  
6 promised, attached are a few of the slides I have on  
7 street pricing of opioids with specific data on Actiq  
8 and why it is not an attractive street drug compared to  
9 other options. Do you see that?

10 A. Yes.

11 Q. What was the circumstances of why you were  
12 communicating with Dr. Kirsh and why he sent this to  
13 you?

14 A. Probably talking about abuse and diversion  
15 of Actiq.

16 MR. ROONEY: Don't guess.

17 A. Oh.

18 Q. (By Mr. Faes) And if you turn to the  
19 first pa -- second page in of Exhibit 59, which is the  
20 PowerPoint that's attached, it states Actiq media hype,  
21 lollipop drug hitting the streets. Do you see that?

22 A. Yes.

23 Q. And if you see that in quotes it states  
24 manufacturer spokeswoman, like any opioid, there is

1 potential for misuse. Do you see that?

2 A. Yes.

3 Q. And that was a -- kind of a tagline or  
4 generic response that the company would give to news  
5 stories about abuse or diversion of the Actiq lollipop;  
6 right?

7 MR. MAIER: Objection. Form.

8 A. Yes.

9 MR. FAES: And can I have the trial tech  
10 go back to the e-mail? And just for the record, the  
11 parent e-mail to this -- can you zoom down on the  
12 bottom? Sorry. I want the Bates number at the bottom.  
13 Just for the record, the Bates number on this e-mail,  
14 which is attached to Exhibit 59, is  
15 TEVA\_MDL\_A\_13252926. And I'm going to mark that -- I'm  
16 going to mark a placeholder as Exhibit 60 and I'll get  
17 that to the court reporter probably before we leave  
18 today, because it's here somewhere.

19 [Exhibit Teva-Sippial-060

20 marked for identification.]

21 Q. (By Mr. Faes) Now, earlier we were  
22 talking about Dr. "Abkik."

23 A. "Akbik."

24 Q. And you would agree with me that he was

1 referred to within the company as a very good Fentora  
2 advocate; right?

3 A. Correct.

4 MR. MAIER: Objection. Form, foundation.

5 Q. (By Mr. Faes) In fact, your boss, Michael  
6 Morreale, referred to him on at least one occasion as a  
7 very good Fentora advocate; right? I'm sorry. Your --  
8 strike that. In fact, your boss, Philip Tocco, would  
9 refer to Dr. Akbik as a very good Fentora advocate on  
10 at least one occasion; right?

11 A. Yes.

12 MR. MAIER: Objection. Form, foundation.

13 Q. (By Mr. Faes) I'm going to hand you  
14 what's been marked as Exhibit Number 61 to your  
15 deposition.

16 [Exhibit Teva-Sippial-061

17 marked for identification.]

18 Q. And this is a document that was sent to  
19 you from your boss, Michael Morreale, at the time dated  
20 December 1st of 2008, and it's regarding a performance  
21 improvement plan. Do you see that?

22 A. Uh-huh. Yes.

23 Q. Do you recall being put on a performance  
24 improvement plan by your superior, Michael Morreale, in

1     2008?

2             A.     Yes.

3             Q.     And it starts off with --

4                     MR. FAES:   And this is 37.

5             Q.     (By Mr. Faes)   And it starts off with the  
6     purpose of this memo is to advise you that you are  
7     being placed on a performance improvement plan, PIP,  
8     effective immediately.   The goal of this plan is to  
9     address major deficiencies in core competencies of your  
10    job responsibility.   Do you see that?

11            A.     Yes.

12            Q.     And if you look forward to Page 2, Mr.  
13    Morreale talks about selling skills that he wants you  
14    to implement or improve upon; right?

15            A.     Yes.

16            Q.     And the first -- the second bullet point  
17    is that you must appropriately use an approved visual  
18    aid and/or reprint on each call; right?

19            A.     Yes.

20            Q.     And he also says that you must  
21    consistently close gain commitment for increased  
22    product use; right?

23            A.     Yes.

24            Q.     And that's regarding, among other things,

1 Fentora; right?

2 A. Yes.

3 MR. MAIER: Object to form.

4 Q. (By Mr. Faes) And this is despite the  
5 fact that you were consistently rated, according to  
6 your résumé, within the top percent -- five percent of  
7 the Ohio Valley in terms of sales during this time  
8 period; right?

9 A. Yes.

10 MR. ROONEY: Object to form.

11 Q. (By Mr. Faes) So even though you were  
12 rated within the top five percent of your peer group,  
13 your boss is telling you that as part of your  
14 performance improvement plan that you must consistently  
15 gain commitment for increased product use of Fentora;  
16 right?

17 A. Yes.

18 MR. ROONEY: Object to form.

19 MR. MAIER: Form.

20 Q. (By Mr. Faes) And in fact, two years  
21 after this in the year that you were separated for  
22 Cephalon, you were on pace to be Number 4 in the entire  
23 country for sales of Fentora; right?

24 A. Correct.

1 MR. MAIER: Objection. Form, foundation.

2 Q. (By Mr. Faes) After sitting here today  
3 and going through this deposition, how do you feel  
4 about your time at the company at Cephalon when you  
5 were there from 2001 to 2010?

6 MR. MAIER: Objection. Form.

7 A. I believe the company misled several of  
8 its representatives.

9 Q. (By Mr. Faes) In what way?

10 A. Encouraging them to possibly sell  
11 off-label, encouraging them to exceed goals for the  
12 products that we sold. Management micromanaging,  
13 playing favorites. I always said that a manager could  
14 make or break your experience as a pharmaceutical rep.

15 Q. Are you finished? I don't want to  
16 interrupt you.

17 A. Yeah, yeah. I'm done. I'm finished.

18 Q. So I just have just one little area of  
19 questioning and then I'll be done for the day. When  
20 you were a representative for Actiq and Fentora, what  
21 were -- what was your training with regard to your duty  
22 to report any suspected abuse or diversion of opioid  
23 narcotics that you might see?

24 MR. MAIER: Object to form.

1           A.       We had an abuse hotline that we could call  
2       to report if we saw any abuse or misuse of the  
3       medications that we were selling for many of our  
4       physicians. Telling our direct manager. Following up  
5       with documentation.

6           Q.       (By Mr. Faes) So you were trained that  
7       you did -- if you suspected, saw something, or heard  
8       something that made you suspect a potential abuse,  
9       misuse, or diversion of any opioid narcotics, you were  
10      supposed to report it either through the company  
11      hotline or to your superior; right?

12          A.       Yes.

13                  MR. MAIER: Object to form.

14          Q.       (By Mr. Faes) And that was the limit of  
15      where you were supposed to report those suspicions to?

16          A.       Yes.

17          Q.       You were never trained to, for example,  
18      report any of those suspicions directly to the DEA or  
19      law enforcement; right?

20          A.       No.

21                  MR. MAIER: Form.

22          Q.       (By Mr. Faes) And so if you were to make  
23      a report either on the hotline or to one of your  
24      superiors, you would expect those people to pass it

1 along the chain and for somebody else to ultimately  
2 make the decision on whether your report needed to be  
3 passed along to the DEA or other law enforcement;  
4 right?

5 A. Correct.

6 MR. MAIER: Object to form.

7 Q. (By Mr. Faes) During your time at  
8 Cephalon, did you ever make a report either to your  
9 supervisor or to the hotline about suspected misuse,  
10 abuse, or diversion of opioid narcotics?

11 MR. MAIER: Object to form.

12 A. I don't remember.

13 Q. (By Mr. Faes) Are you aware of any others  
14 at the company who ever made a report of suspected  
15 abuse, diversion, or misuse of opioid narcotics?

16 MR. MAIER: Objection. Form, foundation.

17 A. I don't remember.

18 MR. FAES: That's all the questions I have  
19 for you right now, Ms. Sippial, subject to any  
20 follow-up after anybody else questions you. Thank you  
21 for your time.

22 A. Okay. Thank you.

23 QUESTIONS BY MR. MAIER:

24 Q. Ms. Sippial, this is Jon Maier. I

1 represent the Teva defendants. Are you okay to go for  
2 another -- I'm hoping to keep it to five, 10 minutes.

3 A. Sure.

4 Q. All right. So we've talked about two  
5 products that you helped promote while you were at  
6 Cephalon, Actiq and Fentora; right?

7 A. Yes.

8 Q. They were both approved by the FDA?

9 A. Yes.

10 MR. FAES: Objection.

11 Q. (By Mr. Maier) Did they both require a  
12 valid prescription from a doctor?

13 A. Yes.

14 MR. FAES: Objection.

15 Q. (By Mr. Maier) Did they both have  
16 FDA-approved labels that you remember?

17 MR. FAES: Objection.

18 A. Yes.

19 Q. (By Mr. Maier) Did the FDA-approved label  
20 for Actiq and Fentora include their indications?

21 MR. FAES: Object to form.

22 A. Yes.

23 Q. (By Mr. Maier) Did the FDA-approved label  
24 for Actiq include information about the risks

1 associated with it?

2 MR. FAES: Object to form.

3 A. Yes.

4 Q. (By Mr. Maier) Do you recall what some of  
5 the risks that were included on the FDA-approved label  
6 for Actiq were?

7 MR. FAES: Object to form.

8 A. Yes.

9 Q. (By Mr. Maier) What were they?

10 A. Could cause respiratory depression, could  
11 cause death, could cause abuse.

12 Q. Did the FDA-approved label for Fentora  
13 include information about risks associated with it?

14 MR. FAES: Object to form.

15 A. Yes.

16 Q. (By Mr. Maier) And what were the risks  
17 disclosed on that label that you can remember?

18 A. Basically the same thing. Could cause  
19 death, could cause respiratory depression, could cause  
20 abuse. Could be abused.

21 Q. You mentioned earlier today a REMs program  
22 that applied to Actiq and Fentora. Do you remember  
23 that?

24 A. I do.

1 Q. What was that REMs program, if you can  
2 recall?

3 A. I believe it was a risk evaluation  
4 mitigation strategy that doctors had to comply with in  
5 order to prescribe those opioids.

6 Q. Do you remember if there was an enrollment  
7 requirement for the REMs program?

8 A. Yes.

9 Q. So as you recall, did doctors have to  
10 enroll in REMs before they could prescribe Actiq or  
11 Fentora?

12 MR. FAES: Object to form.

13 A. Yes.

14 Q. (By Mr. Maier) Was there an enrollment  
15 requirement for patients that you remember?

16 MR. FAES: Objection.

17 A. I don't recall.

18 Q. (By Mr. Maier) To your recollection, did  
19 the REMs program that these doctors had to enroll in  
20 disclose the risks associated with Actiq and Fentora?

21 MR. FAES: Objection.

22 A. Yes.

23 Q. (By Mr. Maier) Changing gears a little  
24 bit. I'm going to jump around topics a bit to try to

1 streamline this. So did you receive compliance  
2 training at Cephalon?

3 MR. FAES: Objection.

4 A. Yes.

5 Q. (By Mr. Maier) How often were you  
6 required to have compliance training?

7 MR. FAES: Objection.

8 A. I'd probably say once a quarter.

9 Q. (By Mr. Maier) Was it mandatory?

10 A. Yes.

11 Q. Did that compliance training include any  
12 information about obligation to only promote products  
13 for labeled indications?

14 MR. FAES: Objection.

15 MR. ROONEY: Objection.

16 A. Yes.

17 Q. (By Mr. Maier) Did it inform you that  
18 promoting products off-label was illegal?

19 MR. FAES: Objection.

20 A. Yes.

21 Q. (By Mr. Maier) Did you receive not  
22 specific compliance training, but training on how to  
23 promote Actiq?

24 A. Yes.

1           Q.     Do you remember when you received your  
2     first training on that?

3                     MR. FAES:  Objection.

4           A.     I don't recall.

5           Q.     (By Mr. Maier)  Do you recall if that  
6     initial training included instructions to sales reps to  
7     only promote Actiq on label?

8                     MR. FAES:  Objection.

9                     MR. ROONEY:  Objection.

10          A.     Yes.

11          Q.     (By Mr. Maier)  Did you receive ongoing  
12     training during what we referred to before as the life  
13     cycle of Actiq?

14                     MR. FAES:  Objection.

15          A.     Yes.

16          Q.     (By Mr. Maier)  How often did that  
17     additional sales training occur?

18          A.     Maybe once to twice a year.

19          Q.     Did that training instruct sales  
20     representatives to only promote Actiq on-label?

21                     MR. FAES:  Object to form.

22          A.     Yes.

23          Q.     (By Mr. Maier)  Did you receive initial  
24     training for the promotion of Fentora when that --

1       either before it launched or as it launched?

2                       MR. FAES:   Object to form.

3                       MR. ROONEY:   Object to form.

4               A.       Yes.

5               Q.       (By Mr. Maier)   Did that training instruct  
6       you to promote Fentora only on-label?

7                       MR. FAES:   Object to form.

8                       MR. ROONEY:   Objection.

9               A.       Yes.

10              Q.       (By Mr. Maier)   Did you receive ongoing  
11       training for promoting Fentora during its life cycle in  
12       your time at Cephalon?

13                      MR. FAES:   Objection.

14                      MR. ROONEY:   Object to form.

15              A.       Yes.

16              Q.       (By Mr. Maier)   Do you recall how often  
17       that training occurred?

18                      MR. FAES:   Objection.

19              A.       I don't recall.

20              Q.       (By Mr. Maier)   Did that training instruct  
21       you to promote Fentora only on label?

22                      MR. FAES:   Objection.

23                      MR. ROONEY:   Object to form.

24              A.       Yes.

1 Q. (By Mr. Maier) We've spoken about this a  
2 little bit, but just to be clear -- did you use  
3 promotional materials when you were promoting Actiq and  
4 Fentora?

5 MR. FAES: Objection.

6 MR. ROONEY: Object to form.

7 A. Yes.

8 Q. (By Mr. Maier) Where did you get those  
9 materials?

10 A. From the home office.

11 Q. To your knowledge did the FDA review  
12 Cephalon promotional materials?

13 MR. FAES: Objection.

14 MR. ROONEY: Object to form.

15 A. Yes.

16 Q. (By Mr. Maier) To your knowledge did  
17 Cephalon ever provide you with promotional materials  
18 that promoted off-label use of Actiq or Fentora?

19 MR. FAES: Objection.

20 MR. ROONEY: Object to form.

21 A. Yes.

22 Q. (By Mr. Maier) They -- were these also  
23 approved by the FDA?

24 MR. FAES: Objection.

1 A. I believe so.

2 Q. (By Mr. Maier) So to your knowledge the  
3 promotional materials that you used to promote Actiq  
4 and Fentora were approved by the FDA?

5 MR. FAES: Objection.

6 A. For the most part, yes.

7 Q. (By Mr. Maier) Were you ever instructed  
8 by Cephalon -- actually, let me start that over. Did  
9 you ever promote Actiq or Fentora off-label?

10 MR. FAES: Objection.

11 A. Not to my knowledge.

12 Q. (By Mr. Maier) Did you ever report  
13 off-label marketing to anyone at Cephalon?

14 A. Repeat that.

15 MR. FAES: Objection.

16 Q. (By Mr. Maier) Did you ever report  
17 off-label marketing by anyone else, by any other sales  
18 reps or any other Cephalon employees, to anyone at  
19 Cephalon?

20 MR. FAES: Objection.

21 A. No.

22 Q. (By Mr. Maier) Earlier today you were  
23 asked about physicians prescribing medication  
24 off-label. Do you remember that?

1 A. Yes.

2 Q. As you understand it, are physicians  
3 permitted to prescribe medications off-label?

4 MR. FAES: Objection.

5 A. Yes.

6 Q. (By Mr. Maier) Who makes the decision  
7 about whether an off-label use of a prescription is a  
8 medically appropriate use of that medication?

9 MR. FAES: Objection.

10 A. The physician.

11 Q. (By Mr. Maier) Were you permitted by  
12 Cephalon to discuss off-label use of Actiq or Fentora?

13 MR. FAES: Objection.

14 A. Yes.

15 Q. (By Mr. Maier) What was supposed to  
16 happen if a doctor asked you a question about off-label  
17 use of Actiq or Fentora?

18 MR. ROONEY: Object to form.

19 A. We were supposed to fill out a medical  
20 information request form.

21 Q. (By Mr. Maier) Was there anything that  
22 you were supposed to say to them in the room?

23 MR. ROONEY: Object to form.

24 A. State the indication.

1 Q. (By Mr. Maier) Excuse me?

2 A. State the indication again.

3 Q. So to understand it, if you were engaged  
4 with -- by a doctor with an off-label question, you  
5 could fill out a MIRF that -- the medical information  
6 request form we talked about, but you also were  
7 supposed to direct them back to the labeled indication?

8 MR. FAES: Objection.

9 A. Correct.

10 Q. (By Mr. Maier) Do you recall earlier that  
11 you were shown a document related to speaking to  
12 doctors who didn't have cancer patients?

13 MR. ROONEY: Object to form.

14 A. No.

15 Q. (By Mr. Maier) In your experience, if a  
16 doctor that you called on did not have cancer patients,  
17 could that doctor have cancer patients in the future?

18 MR. FAES: Object to form.

19 A. Yes.

20 Q. (By Mr. Maier) And in that situation,  
21 would it have been helpful to the patient for the  
22 doctor to understand if Actiq and Fentora could have  
23 helped them?

24 MR. FAES: Object to form.

1 A. Yes.

2 Q. (By Mr. Maier) Do you know who answered  
3 the medical information request forms submitted by  
4 sales reps?

5 MR. FAES: Objection.

6 MR. ROONEY: Object to form.

7 A. No.

8 Q. (By Mr. Maier) We talked a little bit  
9 about your departure from Cephalon. Do you remember  
10 that?

11 A. Yes.

12 Q. And I believe you said that it related to  
13 a speaker program with Dr. Akbik. Is that right?

14 A. Correct.

15 Q. Was it your understanding that the company  
16 identified what it believed was a problem related to  
17 that speaker program?

18 A. Yes.

19 Q. Did Cephalon do an investigation that you  
20 recall?

21 MR. ROONEY: Object to form.

22 A. I don't recall.

23 Q. (By Mr. Maier) Did anyone from Cephalon  
24 talk to you about what happened?

1 MR. ROONEY: Object to form.

2 A. No.

3 Q. (By Mr. Maier) No? So there was no  
4 compliance personnel involved in that investigation?

5 A. No.

6 MR. FAES: Objection.

7 Q. (By Mr. Maier) What was the reason that  
8 Cephalon gave you for your termination?

9 MR. FAES: Objection.

10 A. Stating that I -- they fired me because I  
11 told the truth about a medical education program that  
12 did not occur.

13 Q. (By Mr. Maier) But you don't recall there  
14 being any investigation into whether that actually was  
15 correct?

16 MR. FAES: Objection.

17 A. I don't remember.

18 Q. (By Mr. Maier) Do you recall being told  
19 that -- and putting aside whether you agreed with it,  
20 do you recall being told by Cephalon that they  
21 essentially did not believe what you were telling them?

22 A. Yes.

23 MR. FAES: Objection.

24 MR. ROONEY: Object to form.

1 Q. (By Mr. Maier) And you disagreed with  
2 that decision, so you engaged an attorney to conduct --  
3 to represent you and conduct your own investigation;  
4 correct?

5 A. Correct.

6 MR. FAES: Objection.

7 MR. ROONEY: Object to form.

8 Q. (By Mr. Maier) But you ultimately did not  
9 file any lawsuit against Cephalon?

10 MR. FAES: Objection.

11 A. I tried.

12 Q. (By Mr. Maier) But do you know if any  
13 lawsuit was ever filed?

14 MR. FAES: Objection.

15 A. No.

16 MR. MAIER: All right. Those are all the  
17 questions I have. Thank you very much.

18 A. Thank you.

19 QUESTIONS BY MR. FAES:

20 Q. I just have like five follow-up questions.

21 MR. ROONEY: Holding the phone.

22 A. Yeah.

23 Q. (By Mr. Faes) You've worked in the  
24 pharmaceutical industry for a number of years as a

1 sales representative; right?

2 A. Yes.

3 Q. And you'd agree with me that you in  
4 general enjoyed working as a pharmaceutical  
5 representative in the sales industry; right?

6 A. Yes.

7 MR. ROONEY: Object to form.

8 Q. (By Mr. Faes) And I know that you've got  
9 a medical situation going on now, but you would agree  
10 with me that if sometime in the future you're able to  
11 return to work, you'd like it to be an option for you  
12 to return to the pharmaceutical industry and have the  
13 option to become a sales representative again; right?

14 MR. ROONEY: Object to form.

15 A. No. I think I'm finished with  
16 pharmaceutical sales.

17 Q. (By Mr. Faes) Okay. And is that because  
18 of some of the things that we talked about earlier  
19 regarding your experiences with Cephalon?

20 A. Yes.

21 MR. FAES: That's all the further  
22 questions I have for you, Ms. Sippial. Thank you for  
23 your time.

24 A. Thank you.

1 MR. ROONEY: Anyone else?

2 MR. MAIER: Nothing further from me.

3 THE REPORTER: You going to waive or read?

4 Waive signature?

5 MR. ROONEY: We'll reserve it.

6 THE VIDEOGRAPHER: We are going off the

7 record at 6:52 PM.

8

9 [SIGNATURE RESERVED.]

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C E R T I F I C A T E

I, JOHN ARNDT, a Certified Shorthand Reporter and Certified Court Reporter, do hereby certify that prior to the commencement of the examination, LAURA SIPPIAL was sworn by me to testify the truth, the whole truth and nothing but the truth.

I DO FURTHER CERTIFY that the foregoing is a true and accurate transcript of the proceedings as taken stenographically by and before me at the time, place and on the date hereinbefore set forth.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in this action.

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JOHN ARNDT, CSR, CCR, RDR, CRR

CSR No. 084-004605

CCR No. 1186

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I, LAURA SIPPIAL, the witness herein,

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having read the foregoing testimony of the pages of

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this deposition, do hereby certify it to be a true and

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correct transcript, subject to the corrections, if any,

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shown on the attached page.

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LAURA SIPPIAL

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Sworn and subscribed to before me,

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This \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

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LAURA SIPPIAL